



AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY
ONLINE ONLY MEETING

<https://www.nationalcityca.gov/webcast>

LIVE WEBCAST
COUNCIL CHAMBERS
CIVIC CENTER

1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, OCTOBER 6, 2020 – 6:00 PM

ALEJANDRA SOTELO-SOLIS
Mayor

MONA RIOS
Vice Mayor

JERRY CANO
Councilmember

RON MORRISON
Councilmember

GONZALO QUINTERO
Councilmember

NOTICE: The health and well-being of National City residents, visitors, and employees during the COVID-19 outbreak remains our top priority. The City of National City is coordinating with the County of San Diego Health Human Services Agency, and other agencies to take measures to monitor and reduce the spread of the novel coronavirus (COVID-19). **The World Health Organization has declared the outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act.**

As a result, the City Council Meeting will occur only online to ensure the safety of City residents, employees and the communities we serve. A live webcast of the meeting may be viewed on the city's website at www.nationalcityca.gov. For Public Comments see **"PUBLIC COMMENTS"** section below

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review on the City's website at www.nationalcityca.gov. Regular Meetings of the Elected Body are webcast and archived on the City's website at www.nationalcityca.gov.

PUBLIC COMMENTS: The City Council will receive public comments via e-mail at clerk@nationalcityca.gov regarding any matters within the jurisdiction of the City Council. **Written comments or testimony from the public (limited to three minutes) must be submitted via e-mail by 4:00 p.m. on the day of the City Council Meeting. All comments received from the public will be made a part of the record of the meeting.**

1243 National City Blvd.
National City, CA 91950
619-336-4240

Meeting agendas and
minutes available on the
City's website at
WWW.NATIONALCITYCA.GOV

The time limit established for public testimony is three minutes per speaker. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or unrelated.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

AVISO: La salud y el bienestar de los residentes, visitantes y empleados de National City durante el brote de COVID-19 sigue siendo nuestra máxima prioridad. El Ayuntamiento de la Ciudad de National City se está coordinando con la Agencia de Salud y Servicios Humanos del Condado de San Diego y otras agencias para tomar medidas con el fin de monitorear y reducir la propagación del nuevo coronavirus (COVID-19). La Organización Mundial de la Salud declaró el brote como una pandemia global y se han manifestado emergencias locales y estatales que resultan en la suspensión de ciertas leyes de reuniones públicas, tal como la Ley Brown.

Como resultado de ello, la junta del Concejo Municipal del Ayuntamiento se llevará a cabo solamente en línea para garantizar la seguridad de los residentes, empleados y comunidades locales que atendemos. Se podrá ver una transmisión en vivo de la junta en el sitio web del Ayuntamiento en www.nationalcityca.gov. Para comentarios públicos, vea la sección “COMENTARIOS PÚBLICOS” más adelante.

ORDEN DEL DÍA: Las sesiones públicas de todas las juntas ordinarias del Concejo Municipal/Comisión de Desarrollo Comunitario - Autoridad de Vivienda (en lo sucesivo denominado Órgano Electo) inician a las 6:00 p.m. el primer y tercer martes de cada mes. Las audiencias públicas inician a las 6:00 p.m., a menos que se indique lo contrario. Las juntas cerradas inician en sesión abierta a las 5:00 p.m. o en cualquier otro momento que se indique, y tras anunciar los temas de la sesión cerrada, la junta se realiza como sesión cerrada. Si se programa una reunión de discusión y análisis, el tema y la hora de la misma aparecerán en la agenda. La Alcaldesa y los Concejales se reúnen por igual que el Presidente y los integrantes del Consejo de la Comisión de Desarrollo Comunitario.

INFORMES: Todos los temas e informes de la agenda de la sesión abierta, así como todos los documentos y escritos entregados al Órgano Electo menos de 72 horas antes de la sesión, aparecerán en el sitio web del Ayuntamiento. Las juntas ordinarias del Órgano Electo se transmiten por Internet y se archivan en el sitio web del Ayuntamiento en www.nationalcityca.gov.

COMENTARIOS PÚBLICOS: El Concejo Municipal recibirá comentarios públicos por correo electrónico en clerk@nationalcityca.gov sobre cualquier asunto dentro de la jurisdicción del Concejo

Municipal. **Los comentarios escritos o el testimonio del público (limitado a tres minutos) deben enviarse por correo electrónico antes de las 4:00 p.m. en el día de la sesión del Concejo Municipal. Todos los comentarios recibidos del público formarán parte del acta de la sesión.**

AGENDA ESCRITA: Con contadas excepciones, el Órgano Electo puede tomar medidas únicamente sobre los temas que aparecen en la agenda escrita. Los temas que no aparezcan en la agenda deben aparecer en una agenda subsecuente, a menos que sean de emergencia o urgencia demostrada, y la necesidad de tomar medidas sobre esos temas haya surgido después de haber sido publicada la agenda.

CALENDARIO DE CONSENTIMIENTO: Los temas del calendario de consentimiento implican cuestiones de naturaleza rutinaria o no controvertida. Todos los temas de consentimiento se adoptan mediante la aprobación de una sola moción del Concejo Municipal. Antes de la aprobación, cualquier tema puede eliminarse de la parte de consentimiento de la agenda y considerarse aparte, a petición de un concejal, individuo del personal del Ayuntamiento o persona del público.

Previa solicitud, esta agenda puede estar disponible en formatos alternativos apropiados para personas con discapacidades, en observancia de la Ley de Estadounidenses con Discapacidades. Llame al teléfono (619) 336-4228 de la Oficina del Secretario del Ayuntamiento para solicitar una modificación o adaptación de acceso relativa a la discapacidad. Notificar 24 horas antes de la sesión permitirá al Ayuntamiento hacer arreglos razonables para garantizar la accesibilidad a esta junta.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

1. [National City Celebrates Latino/Hispanic Heritage Month and Recognizes Bertha Prado Juarez, Carlos Bastidas Juarez and Memo Cavada.](#)

AWARDS AND RECOGNITIONS

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

2. [Farewell to the 2019-2020 Miss National City Court. \(Community Services\)](#)

INTERVIEWS / APPOINTMENTS

3. [Interviews and Appointments: Current Vacancies and Expired Terms / Various Boards and Committees. \(City Clerk\)](#)

REGIONAL BOARDS AND COMMITTEE REPORTS (FIVE-MINUTE TIME LIMIT)

CONSENT CALENDAR

4. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
5. [Resolution of the City Council of the City of National City authorizing the Mayor to sign the Second Amendment to the Agreement by extending the term by 10 years for the Fire Protection and Emergency Medical Services for the Lower Sweetwater Fire Protection District. \(Fire\)](#)
6. [Resolution of the City Council of the City of National City accepting funds in the amount of \\$21,000 from the 2020 San Diego Regional Fire Foundation Grant for the National City Fire Department for the purchase of five portable radios, and authorizing the establishment of a Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget. \(Fire\)](#)

7. [Resolution of the City Council of the City of National City: 1\) accepting the County of San Diego's Fiscal Year 2021 Community Enhancement Program grant funds of \\$5,000 for the special event "A Kimball Holiday", with no matching funds required; 2\) authorizing the City Manager to execute an agreement between the City of National City and the County of San Diego to receive grant funds; and 3\) authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation of \\$5,000 and corresponding revenue budget. \(Community Services\)](#)
8. [Resolution of the City Council of the City of National City authorizing the City Manager to execute a Short Term Lease Agreement between the City of National City and Westfield Property Management LLC, with an indemnity and hold harmless provision in favor of the Westfield Property Management LLC, for a Halloween themed drive-in movie at Plaza Bonita located at 3030 Plaza Bonita Road. \(Community Services\)](#)
9. [Investment transactions for the month ended July 31, 2020.](#)
10. [Warrant Register #7 for the period of 8/12/20 through 8/18/20 in the amount of \\$1,177,350.18. \(Finance\)](#)
11. [Warrant Register #8 for the period of 8/19/20 through 8/25/20 in the amount of \\$1,806,685.05. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

12. [Public Hearing and Introduction of an Ordinance of the City Council of the City of National City Repealing Chapter 10.32 of Title 10 of the National City Municipal Code regarding Impersonating a Member of the Opposite Sex. \(City Attorney\)](#)

NON CONSENT RESOLUTIONS

13. [Resolution of the City Council of the City of National City approving the Fiscal Year 2019 Staffing for Adequate Fire and Emergency Response \(SAFER\) Hiring grant and the establishment of a Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budget in the amount totaling \\$1,518,729 for hiring five firefighters for the next three years. \(Fire\)](#)
14. [Resolution of the City Council of the City of National City waiving the bid process pursuant to Section 2.60.220\(d\) of the National City Municipal Code and authorizing the Mayor to execute a first amendment to the agreement with Azteca Systems LLC, extending the term for three years in the total not-to-exceed amount of \\$171,600.00 to purchase additional licensing and support for Cityworks Permitting, Licensing and Land \(PLL\) and Asset Management System \(AMS\) software platform. \(IT\)](#)

15. [Resolution of the City Council of the City of National City waiving the bid process pursuant to Section 2.60.220\(d\) of the National City Municipal Code authorizing the Mayor to execute an eighteen month agreement with Centricity GIS in the total not-to-exceed amount of \\$134,500.00 to implement Cityworks Permitting, Licensing and Land \(PLL\) and Asset Management System \(AMS\) software platform. \(IT\)](#)

NEW BUSINESS

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

16. [Resolution of the Community Development Commission-Housing Authority of the City of National City \("CDC-HA"\) authorizing the Executive Director to execute an Assignment and Assumption Agreement between South Bay Community Services, Community CAPS, LLC and the CDC-HA. \(Housing Authority\)](#)

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

17. [Community Services Report. \(Audrey Denham\)](#)
18. [Public Safety Report. \(Chief Jose Tellez\)](#)
19. [City Manager Report. \(City Manager\)](#)

MAYOR AND CITY COUNCIL

CLOSED SESSION

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - October 20, 2020 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [National City Celebrates Latino/Hispanic Heritage Month and Recognizes Bertha Prado Juarez, Carlos Bastidas Juarez and Memo Cavada.](#)

Please scroll down to view the backup material.

Item # ____
10/06/20

**National City Celebrates Latino/Hispanic Heritage Month
and Recognizes Bertha Prado Juarez, Carlos Bastidas Juarez
and Memo Cavada**

PROCLAMATION

FROM THE OFFICE OF THE MAYOR OF NATIONAL CITY

National City Celebrates Latino/Hispanic Heritage month with recognition to Bertha Prado Juarez and Carlos Bastidas Juarez for their contributions

WHEREAS, The City of National City joins the nation in celebrating Latino/Hispanic Heritage Month from September 15, 2020 to October 15, 2020. This month-long celebration recognizes the valuable contributions made by residents of Latino/Hispanic descent to all aspects of American life including leadership in public service, business, the arts, education and civil rights; and

WHEREAS, during Latino/Hispanic Heritage Month and throughout the year, it is imperative to embrace our diverse history so that all children can see themselves in our Nation's past and know that they have a crucial role to play in its future; and

WHEREAS, Since 1988, the United States has observed National Latino/Hispanic Heritage month, commemorating the independence of Chile, Costa Rica, El Salvador, Guatemala, Honduras, Mexico and Nicaragua. Latinos/Hispanics in the United States have helped establish America as a place of freedom and opportunity, and their contributions continue to enrich our Nation's character, and

WHEREAS, Bertha and Carlos "Beaver" Juarez were married at Saint Anthony's of Padua in National City on September 27, 1952 which followed by a reception at Casa de Salud in Old Town National City. Together they raised six children in National City. Bertha and "Beaver" Juarez were awarded the SUHI fan award for attending every home and away football game for 40 years. The Juarez family includes 4 generations of SUHI alums.

WHEREAS, Carlos "Beaver" Juarez is a native of National City and has lived in National City his entire life. Beaver attended Kimball Elementary, National City Middle School and graduated from Sweetwater High School in 1951. He received a scholarship to attend Chouinard Art Institute in Los Angeles. He came back home and worked in National City for over 20 years at C&M Meats.

WHEREAS, Bertha Prado Juarez attended every one of her children and grandchildren's game and was a true supporter of SUHI athletics. Bertha was on the Board of the National City Girls Softball league and the OTNC Westside committee. Together they coached, mentored and supported athletes through the generations.

NOW THEREFORE, I, MAYOR ALEJANDRA SOTELO-SOLIS OF NATIONAL CITY, on this day, October 6, 2020, recognize

***Latino/Hispanic Heritage month and recognize
Bertha Prado Juarez and Carlos Bastidas Juarez***

For their dedication to the community of National City and congratulate them for their service to the City of National City.

Alejandra Sotelo-Solis
Mayor

Mona Rios
Vice Mayor

Ron Morrison
Council Member

Gonzalo Quintero
Council Member

Jerry Cano
Council Member



⇌ CALIFORNIA ⇌

NATIONAL CITY

NATIONAL CITY, CALIFORNIA • INCORPORATED 1887



The following page(s) contain the backup material for Agenda Item: [Farewell to the 2019-2020 Miss National City Court. \(Community Services\)](#)

Please scroll down to view the backup material.

Item # ____

10/6/20

FAREWELL TO THE 2019-2020 MISS NATIONAL CITY COURT.

(Community Services)

The following page(s) contain the backup material for Agenda Item: [Interviews and Appointments: Current Vacancies and Expired Terms / Various Boards and Committees. \(City Clerk\)](#)

Please scroll down to view the backup material.

) **CITY OF NATIONAL CITY, CALIFORNIA**)
) **COUNCIL AGENDA STATEMENT**)

MEETING DATE: October 06, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Interviews and Appointments: Current Vacancies & Expired Terms / Various Boards and Committees. (City Clerk)

PREPARED BY: Michael R. Dalla |

DEPARTMENT: City Clerk

PHONE: 619-336-4226

APPROVED BY:  _____

EXPLANATION:

See attached

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. |

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Re-appoint and appoint as desired

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Explanation
Applications

BOARDS & COMMISSIONS – CURRENT VACANCIES AND EXPIRED TERMS
October 6, 2020

CIVIL SERVICE COMMISSION

(Appointing Authority: City Council / Staff Liaison: Robert Meteau)

There is one (1) vacancy and one (1) new application.

<u>Name</u>	<u>Interviewed</u>
Jhoana Alvarado	No

LIBRARY BOARD OF TRUSTEES

(Appointing Authority: Mayor subject to confirmation by City Council / Staff Liaison: Minh Duong)

There are two (2) expiring terms on the Library Board and no new applicants. Both incumbents has stated a desire to be reappointed.

<u>Name</u>	<u>Interviewed</u>
Margaret Godshalk	Incumbent
Raymond Juarez	Incumbent

PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD (PRSCAB)

(Appointing Authority: Mayor subject to confirmation by City Council / Staff Liaison: Audrey Denham)

There are three (3) expiring terms on the PRSCAB. One incumbent desired reappointment (**Cordoba**), one (1) declines reappointment (**Cesena**) and one (1) has moved out of the City. There are no new applicants.

<u>Name</u>	<u>Interviewed</u>
Yvonne Cordoba	Incumbent

PUBLIC ART COMMITTEE (Appointing Authority: Mayor subject to confirmation by City Council / Staff Liaison: Audrey Denham)

There is one (1) expiring term on the Public Art Committee (Nunez). The incumbent desires to be reappointed.

<u>Name</u>	<u>Interviewed</u>
Nadia Nunez	Incumbent

TRAFFIC SAFETY COMMITTEE

(Appointing Authority: Mayor, subject to confirmation by City Council / Staff Liaison: Luca Zappiello and Carla Hutchinson)

There is one (1) expiring term on Traffic and Safety. The incumbent (**Whipple**) desires to be reappointment

<u>Name</u>	<u>Interviewed</u>
Ryan Whipple	Incumbent

VETERANS AND MILITARY FAMILIES ADVISORY COMMITTEE (Appointing Authority: Mayor, subject to confirmation by City Council / Staff Liaison: Lauren Maxilom)

There are seven (7) vacancies on the seven member Committee. The newly forming Committee is to be made up of five (5) residents and up to two (2) non-resident members. The below listed members of the previous Veterans Committee are interested and eligible for appointment with no interview required. There are (3) new applicant (**Jhoana Alvarado, Maria Elena Hernandez, and Armando Telles**).

<u>Name</u>	<u>Interviewed</u>	
Jhoana Alvarado	No	Resident
Maria Elena Hernandez	No	Resident
Armando Telles	No	Non-Resident
Residents		
Jessie Aguilar-Perez	Not required	
Shirley Ferrill	Not required	
Natalie Limbaga	Not required	
Non-Residents		
Talisin Burton	Not required	
Christina Griffin	Not required	
Mona Minton	Not required	
James Slade	Not required	

**CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

- | | |
|--|---|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input checked="" type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |
| | <input type="checkbox"/> Advisory Housing Committee* |

- Applicants must be residents of the City of National City except for those marked by an asterisk (*). All applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Jhoana Alvarado E-Mail: j.alvarado1974@gmail.com

Home Address: 2110 F Ave. # 204 Tel No: (619) 495-6583
(Include City/Zip) National City, Ca. 91950

Business Affiliation: Sharp Healthcare Title: Clerical Assistant III

Business Address: 200 Genelee Ave. S.D. Ca. Tel. No.: 858-616-8050

Length of Residence in National City: Jun. 1991 San Diego County: Jun. 1991 California: Jun. 1991

Educational Background: Highschool Diploma June 1992 - Sweetwater High
Some college - Southwestern College 1992-1994

Occupational Experience: Customer Service, member face to face interaction, public relations health plan / Brokers.

Professional or Technical Organization Memberships: Real Estate Agent - Coldwell Banker West

Civic or Community Experience, Membership, or Previous Public Service Appointments: community engagement / public activities since 2010

Experience or Special Knowledge Pertaining to Area of Interest: _____

Have you ever been convicted of a felony crime? No: Yes: ___ misdemeanor crime? No: Yes: ___
 If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Date: September 10, 2010 Signature: Jhoana Alvarado

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- | | |
|--|--|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |
| | <input type="checkbox"/> Advisory Housing Committee* |

- Applicants must be residents of the City of National City except for those marked by an asterisk (*). All applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: MARIA ELENA HERNANDEZ E-Mail: mehermendez@gmail.com

Home Address: 2113 A AVENUE NATIONAL CITY 91950 Tel No: (619) 829-1317
(Include City/Zip)

Business Affiliation: N/A Title: N/A

Business Address: N/A Tel. No.: N/A

Length of Residence in National City: 34 yrs San Diego County: 34 yrs California: 35 yrs

Educational Background: HIGH SCHOOL DIPLOMA, CERTIFICATE IN CRIMINAL JUSTICE

Occupational Experience: FOOD SERVICE, MAIL SERVICE (MILITARY), U.S. ARMY SECURITY GUARD

Professional or Technical Organization Memberships: NONE

Civic or Community Experience, Membership, or Previous Public Service Appointments:
NONE

Experience or Special Knowledge Pertaining to Area of Interest: LIVED IN SAME HOUSE AND KNOW AREA VERY WELL

Have you ever been convicted of a felony crime? No: Yes: misdemeanor crime? No: Yes:
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

NONE

Date: 09-23-2020 Signature: Maria Elena Hernandez

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- | | |
|--|--|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |
| | <input type="checkbox"/> Advisory Housing Committee* |

- Applicants must be residents of the City of National City except for those marked by an asterisk (*). All applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: ARMANDO TELLES E-Mail: info@armandotelles.com

Home Address: 813 La Rue Avenue, Fallbrook, CA 92028 Tel No: (760) 847-1480
(Include City/Zip)

Business Affiliation: Self-Employed Title: Consultant

Business Address: 813 La Rue Avenue, Fallbrook, CA 92028 Tel. No.: (760) 847-1480

Length of Residence in National City: 0 San Diego County: 13 years California: 35 years

Educational Background: Sociology, Palomar College (transferred); California Latino Caucus Institute, Academy XV, XVI, XVII, XVIII, XIX

Occupational Experience: Civic engagement professional, 15+ years; Consultant, 10 yrs

Professional or Technical Organization Memberships: _____

Civic or Community Experience, Membership, or Previous Public Service Appointments:

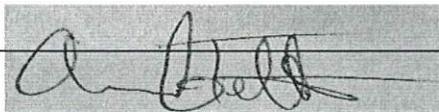
American G.I. Forum; Escondido USD Independent Citizens' Oversight Committee; Vice President of Leadership, Phi Theta Kappa- Alpha Omega Rho Chapter; California Latino Caucus Institute, Veterans Leadership Academy

Experience or Special Knowledge Pertaining to Area of Interest: USMC veteran; inaugural member of the National City Veterans Advisory Working Group; former State Secretary of American G.I. Forum-California Chapter

Have you ever been convicted of a felony crime? **No:** Yes: misdemeanor crime? **No:** Yes:
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Date: 9/25/2020

Signature: _____



5
Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____

10/06/20

MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY.

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to sign the Second Amendment to the Agreement by extending the term by 10 years for the Fire Protection and Emergency Medical Services for the Lower Sweetwater Fire Protection District. \(Fire\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 6, 2020

AGENDA ITEM NO. |

ITEM TITLE:

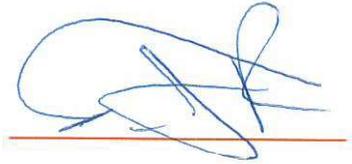
Resolution of the City Council of the City of National City authorizing the Mayor to sign the Second Amendment to the Agreement for Fire Protection and Emergency Medical Services for the Lower Sweetwater Fire Protection District. (Fire)

PREPARED BY: Frank Parra

DEPARTMENT:

PHONE: 619-336-4551

APPROVED BY:



EXPLANATION:

The National City Fire Department has provided fire protection and emergency medical services to the Lower Sweetwater Fire Protection District (DISTRICT) since March 1982. On September 18, 2008, the City and the District entered into an Agreement, which the First Amendment was approved on October 1, 2010, extending the term of the agreement to September 30, 2020. This Second Amendment further extends the Agreement from October 1, 2020 to September 30, 2030. The City currently collects 80% of the Fire assessment fee collected by the County to provide for Fire protection. The City feels that the 10 year term allows for long range planning and is consistent with current EMS State regulations that allow for 10 year terms in regards to EMS services. The contract also provides for any revenue in excess after two years of reserve can be used for an equipment replacement fund for the National City Fire Department.

FINANCIAL STATEMENT:

APPROVED:



Finance

ACCOUNT NO. |

APPROVED:

MIS

Lower Sweetwater Fire Protection District Revenue Account # 001-12125-3555 and Expenditure Account # 001-412-125-519-0000 yearly revenue for FY-20 was \$289,242.46

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Authorize the Mayor to sign the Second Amendment to the Agreement for Fire Protection and Emergency Medical Services for the Lower Sweetwater Fire Protection District.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Second Amendment to the Agreement for Fire Protection and Emergency Medical Services for the Lower Sweetwater Fire Protection District
2. Resolution

**SECOND AMENDMENT TO THE AGREEMENT FOR FIRE PROTECTION AND
EMERGENCY MEDICAL SERVICES FOR THE LOWER SWEETWATER FIRE
PROTECTION DISTRICT**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES FOR THE LOWER SWEETWATER FIRE PROTECTION DISTRICT is entered into this 1ST day of October 2020, by and between the City of National City (“CITY”) and the Lower Sweetwater Fire Protection District (“DISTRICT”).

WITNESSETH

WHEREAS, the CITY has been providing fire protection and emergency medical services to the DISTRICT pursuant to the Agreement since November 17, 1998; and

WHEREAS, on September 16, 2008, the CITY and DISTRICT entered into an agreement entitled “Agreement for Fire Protection and Emergency Medical Services for the Lower Sweetwater Fire Protection District” (“Agreement”); and

WHEREAS, a First Amendment to the Agreement was executed on October 1, 2010 extending the term of the agreement to September 30, 2020; and

WHEREAS, the DISTRICT was organized to provide fire protection to its citizens; and

WHEREAS, the CITY lies contiguous to the DISTRICT territory and maintains professional fire protection and emergency medical service within its CITY; and

WHEREAS, the CITY is willing to continue to provide fire protection, emergency medical and related services to the DISTRICT.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Section 1 of the Agreement is amended as follows:

GENERAL PROVISIONS. The CITY agrees to provide fire protection and emergency medical services to the DISTRICT. Furthermore, the CITY agrees to include the DISTRICT in the CITY’s paramedic service area, as long as said service remains a non-subsidized service to the CITY.

In addition, the CITY agrees to provide the following fire prevention related services:

Code Enforcement/Weed Abatement. The DISTRICT shall agree to adopt the Uniform Fire Code and amendments as specified by the National City Fire Department. Prior to the adoption of the Uniform Fire Code and amendments, the DISTRICT will receive a 30-day notice to allow for review of the Uniform Fire Code and amendments. Enforcement procedures shall be developed by the National City Fire Marshal and shall meet with the approval of the National City Director of Emergency Services and the DISTRICT Board of Directors. Enforcement procedures shall be based on a “complaint basis only”. Complaints received by the National City Fire Department shall be investigated and a written report submitted to the DISTRICT Board of Directors. The DISTRICT Board of Directors shall advise the

National City Fire Department on action to be taken. The National City Fire Department reserves the right to take immediate action on complaints received that represent an imminent hazard to life and property (including hazardous materials) whenever necessary. In such cases, a written report shall be submitted to the DISTRICT Board of Directors of any action taken by the National City Fire Department. The issuance of permits as set forth in the Uniform Fire Code is included as Code Enforcement. All weed abatement enforcement actions shall be carried out in accordance with the CITY's Abatement Ordinance and the Uniform Fire Code.

Building Plan Review. Plan checks shall be done in accordance with the Uniform Fire Code as adopted by the CITY.

Business Fire Safety Inspections. Shall be conducted by the National City Fire Department at the request of the business owner/manager only. Enforcement procedures shall be in accordance with the Uniform Fire Code, National Fire Protection Association (NFPA), and Municipal Codes and Ordinances. The DISTRICT Board of Directors shall be advised in writing by the National City Fire Department of any action taken in those cases where an imminent hazard has been found to exist.

Legal Services. It is understood that the CITY's City Attorney will provide no legal services regarding any of the fire prevention related services described above.

2. Section 2 of the Agreement is modified by adding the following:

TERM. This Second Amendment is effective as of October 1, 2020 and shall continue in full force and effect until September 30, 2030, or until either party exercises the right to terminate as set forth in Section 3 "TERMINATION".

3. Section 3 of the Agreement is amended as follows:

TERMINATION. This agreement may be terminated by either of the parties hereto upon delivery of a written notice of intent to terminate from the initiating governing body to the other governing body. Said termination shall become effective three (3) months from the delivery of notice or as mutually agreed upon by the parties.

4. Section 4 of the Agreement is amended as follows:

QUARTERLY SERVICE FEE PAYMENTS. The DISTRICT will provide monthly property tax revenue statements to the CITY. For each quarter year during the term of this agreement, commencing on October 1, 2020, and continuing thereafter of each subsequent quarter year (i.e. January 1, April 1, July 1, and October 1), the DISTRICT agrees to pay the CITY quarterly payments for services. Fire Prevention Services shall be charged according to the current CITY's Fee Schedule.

5. Section 5 of the Agreement is amended as follows:

QUARTERLY SERVICE FEE ADJUSTMENTS. Each quarter, the quarterly service fee payment will be adjusted based on the monthly property tax revenue statements provided by the DISTRICT. For example, the quarterly service fee that is due on October 1st will be based on adjustments for the quarter (i.e. July, August, and September). The quarterly service fee will be calculated based on 80% of DISTRICT monthly property tax revenue.

6. Section 6 of the Agreement is amended as follows:

EQUIPMENT REPLACEMENT PLAN. The DISTRICT shall pay the City by December 1, 2020 for one fully equipped fire engine for \$531,439.13. The DISTRICT will maintain a reserve balance of

\$250,000 for FY 2020/2021. The DISTRICT will inform the CITY of changes to the reserve made during the annual budget process. DISTRICT funds in excess of the designated reserve shall be made available to the CITY as equipment replacement funds. Equipment replacement funds paid by the DISTRICT shall be used exclusively for the purchase of new National City Fire Department vehicles and operational fire and emergency medical equipment. Equipment replacement funds are separate and distinct from quarterly service fee payments. The Director of Emergency Services will make all recommendations for expenditures of equipment replacement funds subject to City Council approval. Equipment funded by the DISTRICT shall be property of the CITY.

7. Section 7 of the Agreement is amended as follows:

IMPLEMENTATION. The CITY and the DISTRICT shall exercise their best efforts to implement the terms and conditions of this agreement.

8. Section 8 of the Agreement is amended as follows:

NO MANDATORY DUTY. The obligations assumed by the CITY pursuant to this agreement shall not create a mandatory duty on the part of the CITY or any officer or employee of the CITY under Section 815.6 of the California Government Code.

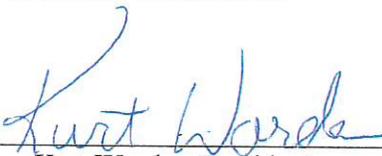
9. Each and every provision of the Agreement shall remain in full force and effect, unless specifically amended by this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first herein set forth.

CITY OF NATIONAL CITY

**LOWER SWEETWATER FIRE
PROTECTION DISTRICT**

By: _____
Alejandra Sotelo-Solis, Mayor

By: 
Kurt Worden, President

ATTEST:

Michael Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO SIGN THE SECOND AMENDMENT TO THE AGREEMENT BY EXTENDING THE TERM TO SEPTEMBER 30, 2030 FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES FOR THE LOWER SWEETWATER FIRE PROTECTION DISTRICT

WHEREAS, the National City Fire Department has provided fire protection and emergency medical services to the Lower Sweetwater Fire Protection District (“DISTRICT”) since March 1982; and

WHEREAS, on September 18, 2008, the City of National City (“City”) and the District entered into an Agreement; and

WHEREAS, the First Amendment was approved on October 1, 2010, extending the term of the Agreement to September 30, 2020; and

WHEREAS, the Second Amendment further extends the Agreement from October 1, 2020 to September 30, 2030; and

WHEREAS, the City currently collects 80% of the Fire Assessment fee collected by the County to provide for fire protection; and

WHEREAS, City staff recommends the 10 year term to allow for long range planning and is consistent with current EMS State regulations that allow for 10 year terms in regards to EMS services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City does hereby authorize the Mayor to sign the Second Amendment to the Agreement by extending the term to September 30, 2030 for Fire Protection and Emergency Medical Services for the Lower Sweetwater Fire Protection District.

PASSED and ADOPTED this 6th day of October, 2020.

Alejandra Sotelo Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City accepting funds in the amount of \\$21,000 from the 2020 San Diego Regional Fire Foundation Grant for the National City Fire Department for the purchase of five portable radios, and authorizing the establishment of a Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget. \(Fire\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: October 6, 2020

AGENDA ITEM NO. |

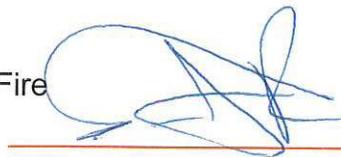
ITEM TITLE:

Resolution of the City Council of the City of National City accepting funds in the amount of \$21,000 from the 2020 San Diego Regional Fire Foundation Grant for the National City Fire Department for the purchase of five portable radios, and authorizing the establishment of a Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget. (Fire)

PREPARED BY: Frank Parra

DEPARTMENT: Fire

PHONE: 619-336-4551

APPROVED BY: 

EXPLANATION:

Through the 2020 Grant, the San Diego Regional Fire Foundation has awarded funds to the City of National City to support the significant needs of our community in battling COVID-19. The San Diego Regional Fire Foundation has provided a check in the amount of \$21,000 for the purchase of five portable radios.

Staff recommends the establishment of an appropriation and corresponding revenue budget in the amount of \$21,000.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO. Ex. 001-412-000-355-0000 / Rev. 001-12000-3470 **APPROVED:** _____

MIS

No matching City funds required.

ENVIRONMENTAL REVIEW:

|

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the Resolution.

BOARD / COMMISSION RECOMMENDATION:

|

ATTACHMENTS:

Award Letter and Check
Resolution

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ACCEPTING FUNDS IN THE AMOUNT OF \$21,000 FROM THE 2020 SAN DIEGO
REGIONAL FIRE FOUNDATION GRANT FOR THE NATIONAL CITY FIRE
DEPARTMENT FOR THE PURCHASE OF FIVE PORTABLE RADIOS, AND
AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS
CITY-WIDE FUND APPROPRIATION AND CORRESPONDING
REVENUE BUDGET**

WHEREAS, the San Diego Regional Fire Foundation through the 2020 Grant, has awarded funds to the City of National City to support the significant needs of our community in battling COVID-19; and

WHEREAS, the San Diego Regional Fire Foundation has provided a check in the amount of \$21,000 for the purchase of five (5) portable radios; and

WHEREAS, City staff recommends the establishment of an appropriation and corresponding revenue budget in the amount of \$21,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City does hereby accept funds in the amount of \$21,000 from the 2020 San Diego Regional Fire Foundation Grant for the National City Fire Department for the purchase of five (5) portable radios.

BE IT FURTHER RESOLVED that the City Council of the City of National City does hereby authorize the establishment of a Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget in the amount of \$21,000.

PASSED and ADOPTED this 6th day of October, 2020.

Alejandra Sotelo Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) accepting the County of San Diego's Fiscal Year 2021 Community Enhancement Program grant funds of \\$5,000 for the special event "A Kimball Holiday", with no matching funds required; 2\) authorizing the City Manager to execute an agreement between the City of National City and the County of San Diego to receive grant funds; and 3\) authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation of \\$5,000 and corresponding revenue budget. \(Community Services\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 6, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the acceptance of the County of San Diego's FY21 Community Enhancement Program grant funds of \$5,000 for the special event "A Kimball Holiday", with no matching funds required; 2) authorizing the City Manager to execute an agreement between the City of National City and the County of San Diego to receive grant funds; 3) and authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation of \$5,000 and corresponding revenue budget.

PREPARED BY: Audrey Denham

PHONE: 619-336-4243

DEPARTMENT: Community Services

APPROVED BY: 

EXPLANATION:

In January 2020, Community Services staff applied for the County of San Diego's (County) Community Enhancement Program grant (the Program) to support the City's annual special event "A Kimball Holiday". The Program is funded by a set percent of Transient Occupancy Tax revenues. The goal of the Program is to stimulate tourism, promote the economy, create jobs, or provide a better quality of life. In July 2020, the County asked applicants to reconsider grant submittals and make adjustments due to pandemic restrictions. City staff resubmitted their grant with a new pandemic friendly "A Kimball Holiday" event, which includes a Santa Cruise and Drive-in Movie. For FY21, the City was awarded \$5,000 in grant funds; the City has received grant funds from the Program for 4 years, since FY18.

FINANCIAL STATEMENT:

ACCOUNT NO.

282-00000-3474 (Reimbursable Grants Citywide Fund county grants account) - \$5,000.00

282-441-340-264-0000 (Reimbursable Grants Citywide Fund promotional materials account) - \$5,000.00

No financial impact on the City's General Fund budget.

APPROVED: 

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the Resolution 1) authorizing the acceptance of the County of San Diego's FY21 Community Enhancement Program grant funds of \$5,000; 2) authorizing the City Manager to execute an agreement between the City of National City and the County of San Diego; 3) and authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation of \$5,000 and corresponding revenue budget.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Grant Agreement
2. Resolution

P – 1001836
O – 12900
E – 53666
T – 001
A – 100122
Supplier # – 1114069

**COMMUNITY ENHANCEMENT PROGRAM
GRANT AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO
AND City of National City**

This Grant Agreement is entered into between the County of San Diego, a political subdivision of the State of California (County), and **City of National City**, a Non-Profit Corporation (Grantee) on _____ with an effective date of 08/04/2020.

WHEREAS during the 1982-83 fiscal year, the San Diego County Board of Supervisors established the Community Enhancement program; and

WHEREAS, pursuant to Board of Supervisors Policy B-58, the purpose of this Program is to provide funds to nonprofit and/or tax exempt organizations that stimulate tourism, promote the economy, create jobs, and improve the quality of life throughout San Diego County; and

WHEREAS, the County funds this program primarily with the County’s Transient Occupancy Tax; and

WHEREAS, on 08/04/2020, the Board of Supervisors allocated the grant funding set forth in this Agreement for the purpose described in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Amount of Grant.** The County agrees to pay Grantee the amount of \$5,000.00. Under no circumstances is County obligated to pay Grantee more than this amount. County shall pay Grantee after County receives a signed copy of this Agreement from Grantee.
2. **Purpose of Grant.** Grantee shall use the grant funds provided by County under this Agreement solely for the following purpose: **To fund A Kimball Holiday event for the enjoyment of the community. The event’s various programs bring together community members and highlight the City of National City, enhancing the local quality of life.**
3. **Term of Agreement.** The term of this Agreement shall be for 13 months starting on the effective date as specified above.
4. **Time Period for Use of Grant Funds and Documentation of Expenditures.**
 - (a) **Grantee shall spend all grant funds provided by the County for the purposes specified in Paragraph 2 before the end of the Term of Agreement.**
 - (b) **Grantee shall complete Documentation of Contract Costs report setting forth Grantee’s total actual expenditures of the grant funds provided under this Agreement. Grantee shall submit this documentation to the County’s administrator promptly after spending the grant funds, but in no event later than 30 days after the end of the Term of Agreement specified above.** If the parties agree to extend the Term of Agreement, Grantee shall submit this expenditure documentation not later than 30 days after the end of the extended Term.
 - (c) Grantee shall retain copies of all receipts, invoices, cash register tapes and other direct evidence of the expenditure of funds for which grant funds are used for the duration of the audit period specified in Paragraph 8.
 - (d) If the County’s administrator:
 - (i) determines that the Grantee failed to spend all of the grant funds

- (ii) disallows any expenditure by Grantee;
- (iii) determines that the grant funds provided exceed Grantee's total actual expenditures authorized under this Agreement; or
- (iv) grant funds were used in a manner contrary to Paragraphs 2 or 5

Grantee shall refund to the County the amount specified by the County's administrator. Grantee shall make this refund within 7 County business days after receiving a written request for refund from the County's administrator. In its sole discretion, the County may offset the refund amount from any payment due to or to become due to Grantee under this Agreement or any other agreement with the County.

- (e) **If Grantee fails to provide the required documentation of expenditures as required in Subparagraph (b) and (c) above, the County's administrator may request Grantee to refund to the County all or any portion of the grant funds provided under this Agreement.** Within 7 County business days of receipt of a written request for a refund, Grantee shall refund to the County the amount specified by the County's administrator.
- (f) If Grantee incurs expenses before the County pays the grant under this Agreement, the County will reimburse Grantee in an amount not to exceed the amount specified in Paragraph 1 upon submission of documentation to County's administrator setting forth Grantee's actual expenditures for the purpose specified in Paragraph 2 and approval of the documentation by County's administrator.

5. Restrictions on use of grant funds.

- (a) Grant funds shall not be used for any purpose prohibited by laws governing the use of public funds including, but not limited to, religious purposes, political campaigning, or purely private purposes or activities.
 - (i) If Grantee provides or participates in any activity for which public funds may not be used, such as religious activities, Grantee shall inform the County of this activity before accepting any grant funds. Grantee shall ensure that no grant funds awarded pursuant to the Agreement are used to support in any manner said activity.
- (b) Grantee shall not spend any grant funds on food or beverages.
- (c) Grantee shall not donate any grant funds to a third party.
- (d) Grantee may not include in its Documentation of Grant Expenditures report under this Agreement any expenditures for which Grantee has received or is or will be claiming funding from any other source.
- (e) Grantee shall not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.
- (f) Grantee shall comply with Board Policy B-58.
- (g) Grantee's failure to comply with any provision in Paragraph 5 shall constitute a material breach of this Agreement.

6. Administrator of Agreement. The Office of Financial Planning in the Chief Financial Officer's Office shall administer this Agreement on behalf of the County, and **Elyana Delgado** at **(619) 336-4352** shall administer it on behalf of Grantee. County and Grantee may from time to time designate a different administrator by providing notice in the manner required by Paragraph 7.

7. Notice. All communications from Grantee to the County shall be sent to the Chief Financial Officer as listed below. Any notice or notices or other documentation required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

County: Chief Financial Officer
Office of Financial Planning
County of San Diego
1600 Pacific Highway Room 352
San Diego, CA 92101

Grantee: City of National City
City of National City National City branch
1243 National City Blvd.
National City, CA 91950

Notices that are personally served shall be deemed delivered on the date served. Notices sent by certified mail shall be deemed delivered 5 County business days after mailing. County and Grantee may from time to time designate a new address for providing notice by providing notice of the new address in accordance with this Paragraph.

8. **Audit and Inspection of Records.** At any time during normal business hours and as often as the County may deem necessary, the Grantee shall make available, within 5 County business days of the receipt of a request, to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records shall be made available for examination within San Diego County, California. Grantee shall maintain such records in an accessible location and condition for a period of not less than 4 years following receipt of final payment under this Agreement unless County agrees in writing to an earlier disposition. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.
9. **Termination of Agreement for Cause.** If Grantee fails to perform its obligations according to this Agreement, the County may send Grantee a written notice of default that specifies the nature of the default. Grantee shall cure the default within 3 County business days following receipt of the notice of default. If Grantee fails to cure the default within that time, the County may terminate this Agreement by giving Grantee written notice of immediate termination. Upon termination, Grantee shall promptly provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination. The County may also seek any and all legal and equitable remedies against Grantee for breaching this Agreement.
10. **Termination for Convenience of County.** County may terminate this Agreement at any time by giving written notice to Grantee of such termination and specifying the effective date thereof at least 30 County business days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.
11. **Termination for Convenience of Grantee.** Grantee may terminate this Agreement at any time by giving written notice to County's administrator of such termination and specifying the effective date thereof at least 60 County business days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditure for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.

12. **Interest of Grantee.** Grantee covenants that Grantee presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Grantee's completing the purpose of the grant as specified in Paragraph 2. Grantee further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Grantee.
13. **Publication, Reproduction and Use of Material.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other Country. The County shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
14. **Insurance.** Grantee shall maintain such insurance as will fully protect both Grantee and County from any or all claims under any workers' compensation act or employer's liability laws, and from any and all claims of whatsoever kind or nature for the damage to property or for bodily injury, including death, made by anyone whomsoever which may arise from operations carried on under this Agreement, either by Grantee or by anyone directly or indirectly engaged or employed by Grantee. Grantee shall exonerate, indemnify and hold harmless County from and against, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to Grantee and Grantee's employees engaged in performance of this Agreement. County and its agents and employees shall not be, or be held, liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties, or effects of Grantee.
15. **Independent Capacity.** In the performance of this Agreement, Grantee and its agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of the County. This Agreement does not create an employment relationship between Grantee and the County.
16. **Equal Opportunity.** Grantee will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
17. **Defense and Indemnity.** County shall not be liable for, and Grantee shall defend and indemnify County and its officers, agents, employees and volunteers (collective, "County Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to County's provision of funds and/or Grantee's use of County funds under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Grantee or its officers, employees, agents, contractors, licensees or servants, including without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Grantee shall have no obligation; however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
18. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of California.
19. **Complete Agreement.** This Agreement constitutes the entire agreement between Grantee and County regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by both parties.
20. **Waiver.** The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
21. **Consultation with Counsel.** Each party has had the opportunity to consult with independent legal counsel of its own choosing before executing this Agreement and has executed this Agreement without fraud, duress, or undue influence of any kind.

22. **Interpretation.** The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.
23. **Corporation Qualified to Do Business in California.** If Grantee is a corporation, Grantee warrants that it is a corporation in good standing and is currently authorized to do business in California.
24. **Terms and Conditions Survive Expiration of Term of Agreement.** Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of the Term of Agreement specified in Paragraph 3 above.
25. **Remedies.** Unless otherwise expressly provided herein, the rights and remedies in this Agreement are in addition to, and not a limitation on, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
26. **Prevailing Wage.** Unless exempted by applicable law (e.g., Labor Code § 1720.4), projects using over \$1,000 of grant funds for construction, alteration, demolition, installation, repair, refuse and ready mix concrete hauling, maintenance work, or any other work for which prevailing wages must be paid by Labor Code § 1720 et seq. shall be deemed a “public work” for prevailing wage purposes. It is not the intent of this Agreement to impose an obligation to pay prevailing wages on work otherwise exempt from the State’s prevailing wage laws. Grantee shall be solely responsible for ensuring prevailing wages are paid when owed.
- Projects subject to the payment of prevailing wages are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Grantee shall be responsible for ensuring all required job site postings and all certified payroll and other reporting applicable to it as an awarding body are completed in accordance with the State’s prevailing wage regulations. Information regarding the State’s prevailing wage requirements can be obtained from the Director, Department of Industrial Relations at www.dir.ca.gov, Labor Code § 1720, et seq., and 8 Cal. Code of Regs. § 16000, et seq.
27. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, the parties execute this Agreement on the date first written above.

COUNTY OF SAN DIEGO

GRANTEE

By: _____

Deputy Chief Administrative Officer/Chief
Financial Officer
or Designated Representative

Brian M. Hagerty, Director
Office of Financial Planning

By: _____ Date _____

Authorized signatory

Print name and title

[Note: Person signing on behalf of Grantee must be authorized by Grantee’s Board of Directors to sign this Agreement and must be same person Grantee listed in its funding application as being authorized to sign.]

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RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY,
1) ACCEPTING THE COUNTY OF SAN DIEGO'S FISCAL YEAR 2021 COMMUNITY
ENHANCEMENT PROGRAM GRANT FUNDS OF \$5,000 FOR THE SPECIAL EVENT "A
KIMBALL HOLIDAY", WITH NO MATCHING FUNDS REQUIRED; 2) AUTHORIZING THE
CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NATIONAL
CITY AND THE COUNTY OF SAN DIEGO TO RECEIVE GRANT FUNDS; AND 3)
AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITYWIDE
FUND APPROPRIATION OF \$5,000 AND CORRESPONDING REVENUE BUDGET**

WHEREAS, in January 2020, the Community Services staff applied for the County of San Diego's Community Enhancement Program Grant to support National City's annual special event "A Kimball Holiday"; and

WHEREAS, the goal of the Community Enhancement Program, which is funded by a set percent of Transient Occupancy Tax revenues, is to stimulate tourism, promote the economy, create jobs, and provide a better quality of life for the community; and

WHEREAS, in July 2020, the County asked applicants to reconsider the grant submittals and make adjustments due to COVID-19 pandemic restrictions; and

WHEREAS, City staff resubmitted their grant with a new pandemic friendly "A Kimball Holiday" event, which includes a Santa Cruise and Drive-in Movie.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby accepts the County of San Diego's Community Enhancement Program grant funds in the amount of \$5,000 for the City's special event "A Kimball Holiday", with no matching funds required.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute an Agreement between the City of National City and the County of San Diego to receive the Fiscal Year 2020 Community Enhancement Program grant funds.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the establishment of a Reimbursable Grants Citywide Fund appropriation in the amount of \$5,000 and a corresponding revenue budget.

PASSED and ADOPTED this 6th day of October, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the City Manager to execute a Short Term Lease Agreement between the City of National City and Westfield Property Management LLC, with an indemnity and hold harmless provision in favor of the Westfield Property Management LLC, for a Halloween themed drive-in movie at Plaza Bonita located at 3030 Plaza Bonita Road. \(Community Services\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 6, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the City Manager to execute a Short Term Lease Agreement between the City of National City and Westfield Property Management LLC, with an indemnity and hold harmless in favor of the Westfield Property Management LLC, for a Halloween themed drive-in movie at Plaza Bonita located at 3030 Plaza Bonita Road.

PREPARED BY: Audrey Denham

PHONE: 619-336-4243

DEPARTMENT: Community Services

APPROVED BY: 

EXPLANATION:

Due to the pandemic, the City has cancelled events from March through October 2020. In order to create some normalcy and provide recreational opportunities for residents the Community Services Department has been providing pandemic friendly events. On Friday, October 23, 2020, after the sun sets, the Community Services Department will host a Halloween themed drive-in at Plaza Bonita. The event is free and participants must register in advance at www.joinnatcity.com. Kids in attendance will receive goody bags when they arrive. Participants can bring their own snacks and refreshments or visit the Westfield food court. Parking spaces will be spaced out to allow for social distancing. Per City Council Policy 1001, City Council must approve the Short Term Lease Agreement with Westfield Property Management LLC, which includes an indemnity and hold harmless in their favor. Plaza Bonita is an ideal location because of their large paved parking facility. The Plaza Bonita parking facility gives City staff the ability to control entrances, exits and capacity.

FINANCIAL STATEMENT:

ACCOUNT NO.

001-441-058-264-0000 (Promotional Activities) - \$1,000.00

Funds are appropriated in the above account.

APPROVED: 

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE:

INTRODUCTION

FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution authorizing the City Manager to execute a Short Term Lease Agreement between the City of National City and Westfield Property Management LLC, with an indemnity and hold harmless in favor of the Westfield Property Management LLC.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Agreement
2. Resolution

CONTRACT FOR SHORT TERM LEASE AGREEMENT

SHOPPING CENTER	Plaza Bonita
LESSEE	City of National City, a Non-Profit
DBA	City of National City
ADDRESS	1243 National City Blvd.
CITY/STATE/ZIP	National City, CA 91950
CONTRACT #	PBO20064

Reservation Detail:

Premises	Start Date	End Date	Base Rent (total per term)	CAM* Fee (total per term)	Utility Fee (total per term)	HVAC* Maint. Fee (total per term)	Trash Removal Fee (total per term)	Sign Fee (total per term)	Other Fee (total per term)	Estimated Rent Tax (total per term)	Rent/Fee Total (total per term)	Security Deposit (one-time)
SL03Z-2 Parking (Events)	10/23/2020	10/23/2020	\$1,000.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$1,000.00	\$0.00

* CAM = Common Area Maintenance; HVAC = Heating, Ventilating and Air Conditioning

Permitted Use:

For the use of level three of the parking structure from 3:30pm to midnight for a spooky family movie night featuring "Gremlins". City would be responsible for equipment, power and anything else needed to show film to pre-registered guests through the City's registration system.

Payment Schedule:

Due Date	Base Rent	Operations	Utilities	Other Fees	Estimated Rent Tax	Security Deposit	Total Due
October 23, 2020	1000.00	0.00	0.00	\$0.00	0.00		\$1,000.00

Security Deposit on File:

Payments shall be made payable as written below and directed to the following lockbox (always refer to **PBO20064** on the check):

Plaza Bonita LLC
PO Box 55879
Los Angeles, CA 90074-5879

Percentage Rent Schedule:

Monthly	Term	Percentage Rent Rate	Sales Breakpoint	Overage Due Date
10/1/2020		0.00 %	\$0.00	11/5/2020

Center Detail:

Property	Address	Phone	Additional Insured Language	Property Management
Plaza Bonita	3030 Plaza Bonita Rd., #2075 National City, CA 91950	619-267-2850	Plaza Bonita LLC, Westfield, LLC, Westfield America Limited Partnership, Westfield Property Management LLC, URW WEA LLC, and any and all of their respective parents, partners, subsidiaries and affiliates, successors, assigns, employees, agents, officers and representatives, together with any mortgagee from time to time of the Landlord's interest, are named as additional insured, as their interests may appear.	Westfield Property Management LLC

Lessee hereby contracts for the lease of certain space as described above upon the terms and conditions set forth (i) in this Contract for Short Term Lease Agreement ("Contract"), including the Reservation Detail, Payment Schedule, Percent Rent Schedule, and Center Detail, (ii) on the attached Contract for Short Term Lease Agreement Standard Terms ("Standard Terms") and (iii) Exhibit A (the Contract, the Standard Terms, and Exhibit A, collectively the "Lease"). The parties agree that signatures by facsimile or electronic delivery shall be accepted as originals. This Lease must be signed by both Lessee and Lessor to be effective.

<p>"LESSEE":</p> <p>City of National City, a Non-Profit</p> <p>Signature: _____</p> <p>Name: _____</p>	<p>"LESSOR":</p> <p>Westfield Property Management LLC, a Delaware limited liability company</p> <p>In its capacity as agent for the owner(s) of the Shopping Center</p> <p>Signature: _____</p> <p>Name: _____</p>
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CONTRACT FOR SHORT TERM LEASE AGREEMENT STANDARD TERMS

1. **Permitted Use.** Lessee shall have the right to use the Premises for the "Permitted Use" as set forth in the Contract and for no other purpose ("Permitted Use"), expressly conditioned upon payment of all Rent as set forth herein and all other terms and conditions set forth in this Lease. The location and the square footage for the Premises at the Shopping Center is specifically set forth on the site plan depicting the Premises that may be provided to Lessee upon its written request therefor. Lessee hereby accepts the size and location of the Premises. Lessee shall continuously operate within the Premises in accordance with the Permitted Use and shall be open for business within the entire Premises on each day and for at least the hours that the Shopping Center is open.

2. **Term.** The term for this Lease shall commence on "**Start Date**" as set forth in the **Reservation Detail** section of the Contract ("Reservation Detail") and shall expire on "**End Date**" as set forth in the **Reservation Detail** (the "**Term**"), unless earlier terminated as set forth in this Lease. Lessee may be permitted early entry into the Premises prior to the Start Date solely for the purpose of the stocking and fitting out of the Premises for the Permitted Use, and in no event shall Lessee commence to conduct business to the public from the Premises prior to said Start Date. If Lessee nevertheless commences to conduct business to the public from the Premises prior to the Start Date, Lessee agrees that it shall pay a Base Rent for each such day of operation at a daily rate that will be determined on a prorated basis using the Base Rent rate set forth in the Reservation Detail.

3. **Rent.**

a. **Base Rent.** Lessee agrees to pay Lessor an amount equal to the "**Base Rent**" as set forth in the **Reservation Detail** (the "**Base Rent**") for the right to use and operate in the Premises in the Shopping Center. Lessee shall pay the Base Rent to Lessor in accordance with the schedule for payment set forth in the **Payment Schedule** section of the Contract ("**Payment Schedule**").

b. **Percentage Rent.** In addition to the Base Rent payable above, Lessee shall also pay to Lessor percentage rent equal to the amount (the "**Percentage Rent**") determined by multiplying (i) the amount of Gross Revenue that exceeds the "Sales Breakpoint" set forth in the Percentage Rent Schedule of the Contract (the "**Percentage Rent Schedule**"), by (ii) the "Percentage Rent Rate" set forth in Percentage Rent Schedule. All payments of the Percentage Rent, if applicable, shall be due on the Overage Due Date(s) set forth in the Percentage Rent Schedule. "**Gross Revenues**" shall mean the entire amount of gross revenues received with respect to the Premises by Lessee from third parties.

c. **Additional Rent.** In addition to the Base Rent, Lessee shall also pay to Lessor the amounts described in the Reservation Detail, to the extent applicable, and any other amounts due under this Lease (collectively, "**Additional Rent**"). Any sums classified in this Contract as a tax (if any) are estimates based on tax rates effective when last checked by the Lessor and are subject to change. Notwithstanding any estimate or anything else to the contrary, Lessee shall be responsible for all actual taxes imposed on the rental pursuant to this Contract (except to the extent attributable to Lessor's income).

d. Base Rent, Percentage Rent, Additional Rent and all other payments required under this Lease shall be collectively referred to herein as the "**Rent**." Rent shall be made in U.S. dollars and shall be made via (i) check, or (ii) wire transfer to a bank account designated by Lessor, at Lessor's sole discretion without notice, demand, abatement, deduction or offset. If Lessor directs Lessee to make payments by check, such check(s) shall be made payable as written and directed to the lockbox as set forth in the **Payment Schedule**. Late payments shall incur interest at the rate of the lesser of ten percent (10%) or the maximum amount allowed by law, per month from the date such payments were originally due.

e. To the extent that Percentage Rent is payable hereunder, Lessee shall prepare and keep full, complete and proper books and source documents, in accordance with generally accepted accounting principles, of the Gross Revenues, whether for cash, credit or otherwise, relating to Lessee's operation within the Premises. The books and source documents to be kept by Lessee shall include, without limitation, true copies of all state and local sales and use tax returns and reports, records of inventories and receipts of merchandise, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Premises by Lessee and any other persons conducting business from the Premises. Pertinent original sales records shall include, without limitation, sales records which would normally be examined by an independent accountant pursuant to generally accepted auditing standards in performing an audit of Lessee's sales.

f. With each payment of Percentage Rent, to the extent applicable, Lessee shall provide Lessor with a written statement certified as accurate by a duly authorized officer of Lessee, prepared in a format acceptable to Lessor, the Gross Revenues received, gross invoice amounts billed, discounts, rebates, charge backs, and other deductions, and the Percentage Rent calculations. Such statements shall be furnished to Lessor whether or not any Gross Revenues were received by Lessee during the applicable period. The receipt or acceptance by Lessor of any statement, or the receipt or acceptance of any payment made, shall not prevent Lessor from subsequently challenging the validity or accuracy of such statement or payment.

g. To the extent that Percentage Rent is payable hereunder, at any time during the Term, upon reasonable notice from Lessor, Lessee shall provide Lessor and its agents and representatives with access to such financial records and supporting documentation as may be reasonably requested by Lessor, and Lessor may inspect the Gross Revenues received by or credited to Lessee and Lessee's calculation of the Percentage Rent, to determine that such fees and charges are accurate and in accordance with this Lease. If, as a result of such inspection, Lessor determines that Lessee has not made proper payments of Percentage Rent to Lessor, Lessor shall notify Lessee of the amount of such non-payment and Lessee shall promptly pay to Lessor the amount of the non-payment, plus interest at the rate of two percent (2%) per annum more than the prime rate as reported by the Wall Street Journal computed on a daily basis from the date of receipt by Lessee of the unpaid amount until the date of payment to Lessor. Lessor shall be responsible for the cost of such inspection, except that if such inspection reveals an underpayment to Lessor of at least five percent (5%) of the Gross Revenues for the audited period, then Lessee shall reimburse Lessor for all reasonable cost of such inspection. Lessor's audit right hereunder shall continue for one (1) year beyond the expiration or earlier termination of the Term, or the last sale of merchandise or other goods for which Lessor is entitled to receive a percentage of the Gross Revenues, whichever is later.

4. **Security Deposit.** Lessee shall provide to Lessor, upon execution of this Lease, a security deposit in the amount set forth in the **Payment Schedule** (the "**Security Deposit**"). No interest shall accrue on the Security Deposit. Lessor shall have the right, at its option and in its sole discretion, to apply all or part of the Security Deposit toward the payment of any amounts required to remedy any Default of Lessee in the payment of Rent or the performance of any other condition or covenant contained herein. It is agreed that upon Lessee's surrender or vacation of the Premises, Lessor, or its agent or designee, shall inspect the Premises, and assess any and all damages to the Premises or Lessor's property or businesses caused by Lessee or on account of Lessee's business in the Premises. If the Premises are found to be in the condition in which they were provided to Lessee, and provided Lessee is not in Default under this Lease, the Security Deposit, or such portion thereof still held by Lessor after application of any portion for any prior Defaults by Lessee, will be returned to Lessee. If, however, there is any damage to the Premises or Lessee is in Default, the cost of curing such default, repairing such damage and/or restoring the Premises to the condition in which they were provided to Lessee (ordinary wear and tear excepted) will be deducted from the Security Deposit and the remainder will be returned to Lessee, and to the extent the cost to cure such Default or the cost of repair exceeds the amount of the Security Deposit, Lessee shall pay Lessor for the shortfall within ten (10) days after receiving notice thereof from Lessor.

5. **Installation; Alterations; Maintenance and Repair.** Lessee shall install, at its sole cost and expense, all equipment, trade fixtures and facilities necessary for the Permitted Use. Prior to such installation, Lessee shall submit design plans and specifications to Lessor for approval. All work undertaken by Lessee or its contractors, subcontractors and other agents in connection with the installation, operation and maintenance of its equipment, trade fixtures and facilities shall be undertaken and completed in a good and workmanlike manner by professional, licensed and qualified personnel and contractors. Any fixtures installed by Lessee

that cannot be removed without damage to the Premises or that remain on the Premises after the expiration or earlier termination of this Lease shall, at Lessor's option, become the sole property of Lessor upon such expiration or termination. Lessee, at its sole cost and expense, shall repair, replace and maintain in good condition all portions of the Premises. Lessee may not make any structural alterations to the Premises without the prior written consent of Lessor. Lessor shall not be responsible for any installations, alterations or maintenance of the Premises, nor shall it be liable for any installation, alteration or maintenance costs and expenses whatsoever. Lessee shall ensure that the Premises maintain the same standards of appearance and cleanliness as the remainder of the Shopping Center and any failure to do so shall be deemed a material breach of this Lease by Lessee.

6. **Utilities.** Lessee shall be solely responsible for directly contacting all necessary utility and service providers and procuring in its own name, and shall promptly pay for all fees, deposits and charges, including use and/or connection fees, hook-up fees, standby fees, and/or penalties for discontinued or interrupted service, and the like, for water, gas, electricity, fire alarm, burglar alarm, telephone, cable television, internet or data service, sewer and sanitation, solid waste disposal and any other service or utility used in or upon or furnished to the Premises, including any such services that may be supplied by Lessor (whereupon, in such case, such utility fees may be included as Additional Rent). Lessee shall be solely responsible for notifying any such providers, including, without limitation, any waste disposal providers, of Lessee's cessation of such services at the Premises upon the expiration or earlier termination of this Lease and Lessor shall have no obligation or liability with respect thereto.

7. **Surrender.** Prior to the expiration or date of earlier termination of this Lease, Lessee shall (i) remove all of its personal property, signs, sets, displays and equipment from the Premises and the Shopping Center, (ii) remove all telephone and data cabling installed by or on behalf of Lessee, (iii) restore the Premises to the condition in which the Premises existed prior to installing of such personal property, signs, sets, displays and equipment, subject to ordinary wear and tear, (iv) repair all damage caused by or in connection with Lessee's compliance with the obligations contained in this Section, (v) pay the Rent and other sums due and payable or outstanding; and (vi) surrender to Lessor the Premises, broom-clean and in good condition; provided, however, that Lessee shall not remove any fixtures or personal property affixed to the Premises. Any of Lessee's obligations under this Section which have not been performed by Lessee prior to the expiration or earlier termination of this Lease shall survive such expiration or termination. Further If Lessee fails to meet its obligations under this Section, Lessor shall have the right to cure such failure and, at Lessor's option, may either retain, remove or dispose of such property without any compensation to Lessee, and Lessee shall reimburse Lessor for its costs and expenses related thereto within five (5) days after Lessor gives written notice to Lessee of the amount due.

8. **Indemnity.** Lessee shall defend, indemnify and hold harmless Lessor, its agents, affiliates, members and employees, and any department store operating within the Shopping Center, from and against any and all liabilities, claim demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature (i) arising from or in any way connected with the Permitted Use, or (ii) arising from or in any way connected with Lessee's use of the Premises, or (iii) caused by Lessee or any of its affiliates, members, employees, contractors, subcontractors, agents and representatives, excepting any liability or claim arising or growing out of the gross negligence or willful misconduct of Lessor, its employees, affiliates, members and agents. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

9. **Compliance; Permits.** Lessee agrees that it has read and understands the rules and regulations for the Shopping Center attached hereto as **Exhibit A** (the "**Operational Guidelines & Policies**") and agrees and shall cause its employees to abide by the same, as such Rules and Reg's may be amended from time to time by Lessor. Lessee further agrees to comply with all applicable laws of the town, city, county, state and federal governments or any other public authority. Lessee further agrees that it shall not use, bring, maintain, release or discharge any hazardous materials on or onto the Premises or any other part of the Shopping Center. Lessee represents and warrants that Lessee has obtained, or will obtain prior to the commencement of its business operations, at its sole cost and expense, all required permits, authorizations, consents and approvals of any type or nature from the appropriate governmental authorities for use of the Premises for the Permitted Use, to the extent necessary (the "**Permits**"), and all of such Permits are, or will be, and will remain in full force and effect during the Term. Lessee shall provide copies of such required Permits to Lessor prior to the commencement of the Term.

10. **"As-Is"; Release.**

a. Lessee acknowledges that it has inspected the Premises (or will inspect the Premises prior to commencement of its business operations), observed no dangerous conditions, accepts the Premises "as is", and assumes all risk of injury or damage to Lessee's person or property, in connection with Lessee's use of the Premises regardless of the condition thereof.

b. Lessee expressly waives all rights, if any, to assert any claims against Lessor, Westfield Property Management, LLC, Westfield U.S. Holdings, LLC, URW WEA LLC, Westfield America Limited Partnership and any and all of their parents, subsidiaries, affiliates, members, predecessors, successors, employees, representatives, any marketing fund, tenants and Lessees of Lessor for damage, destruction or loss of any equipment, property, goods, wares, merchandise, supplies, cash (or other evidence of customer debt such as checks or credit card receipts) upon the Shopping Center (or, by any reason of fire, theft, robbery or burglary, bodily injury, personal injury or death or other loss, provided, however, such loss or damage is not due to the gross negligence or willful misconduct of Lessor or any of their parents, subsidiaries, affiliates, members, predecessors, successors, employees, representatives, any marketing fund, tenants and Lessees. Lessee accepts all responsibility for any injury or public liability incurred as a direct result of their display or fixtures or business operations.

11. **Security.** Lessor shall have no responsibility to provide security, supervision or protection against any loss that may be sustained by Lessee. Any Lessee requiring security must do so at Lessee's expense and utilize a security company approved by Lessor's representative.

12. **Insurance.**

a. Lessee must provide written evidence of General Liability insurance for the Premises during the Term with a reputable and licensed insurance company acceptable to Lessor in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. If Lessee owns or operates vehicles in the ordinary course of its business, Lessee must carry Automobile Liability insurance covering all owned, non-owned and hired vehicles with a per occurrence combined single limit of \$1,000,000. The General Liability policy, and if applicable, the Automobile Liability policy, must be endorsed to include the additional insured as set forth in the **Center Detail**. The general liability policy evidenced by lessee will be endorsed to be primary and non-contributory with respect to any policy of insurance carried by Landlord and that any coverage carried by Landlord will be excess. The certificate of insurance and additional insured endorsements evidencing such coverage must be supplied prior to the commencement by Lessee of its business activities at the Shopping Center. Lessee must provide Statutory Worker's Compensation insurance as required by the laws of the state in which this Lease is in effect. Lessee shall give Lessor at least 30 days written notice of any cancellation or material change in coverage of Lessee's insurance policies. All policies of insurance evidenced by lessee will contain a waiver of subrogation in favor of the Landlord.

b. Lessee must maintain all-risk property insurance including coverage for fire, theft, vandalism, malicious mischief, water damage which does not exclude backup from sewers or drains and/or sprinkler leakage, and extended coverage insuring Lessee's merchandise, furnishings, equipment and all other items of personal property of Lessee located on or in the Premises, in an amount equal to the full replacement cost thereof.

c. The Worker's Compensation insurance policy obtained by Lessee pursuant to this Lease shall contain an endorsement waiving any right of subrogation which the insurer may otherwise have against the

non-insuring party. If Lessor has contracted with a third party for the management of the Shopping Center, the waiver of subrogation by Lessee herein shall also run in favor of such third party.

d. If Lessee contracts with or hires any contractor, vendor, or other service company, Lessee shall require such contractor, vendor, or other service company to maintain the insurance requirements as listed above. Lessee shall also require all contractors, vendors, or other service companies to execute the Landlord's required release and hold harmless form and to also provide Landlord a certificate of insurance evidencing the insurance require prior to allowing any contractor, vendor, or service company to enter the premises.

13. Events of Default; Termination.

a. The occurrence of any of the following shall constitute a default and material breach of this Lease by Lessee (a "Default"):

- i. Any failure by Lessee to pay the Rent, and additional fees or other charge required to be paid under this Lease when due; or
- ii. Any failure by Lessee to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Lessee where such failure continues for twenty-four (24) hours after written notice from Lessor to Lessee; provided that if the nature of such default is such that the same cannot reasonably be cured within twenty-four (24) hours, Lessee shall not be deemed to be in default if it shall commence such cure within such period and thereafter rectify and cure such default with due diligence in no event to exceed ten (10) days after written notice thereof from Lessor to Lessee specifying the particulars of the default; or
- iii. Abandonment or vacation of the Premises by Lessee; or
- iv. In the event that proceedings in bankruptcy or insolvency are instituted by or against Lessee, or a receiver is appointed, or if any substantial part of the assets of Lessee is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.

b. In the event of any Default by Lessee, Lessor in addition to any other remedies available to it at law or equity, including injunction, at its option, without further notice or demand of any kind to Lessee or any other person may: (1) terminate this Lease, declare the Term hereof ended and re-enter the Premises and take possession thereof without the need for court order and remove all persons therefrom, and Lessee shall have no further claim thereon or hereunder; and (2) even though it may have re-entered the Premises, thereafter elect to terminate this Lease and all of the rights of Lessee in or to the Premises. If this Lease is terminated hereunder due to a Default by Lessee, no payment received by Lessor shall be returned to Lessee.

c. To the full extent permitted under applicable law, Lessor shall have no duty to relet the Premises or otherwise mitigate damages under this Lease, and Lessee hereby releases Lessor from any and all duty to relet the Premises or otherwise mitigate damages. Lessee agrees that Lessor shall not be liable, nor shall Lessee's obligations hereunder be diminished, because of Lessor's failure to relet the Premises or collect rent due with respect to such reletting. Lessee waives all rights to plead such failure of Lessor to mitigate damages as a claim or affirmative defense in any proceeding based on any Default by Lessee.

d. This Lease is terminable at the will of Lessor at its sole discretion upon seven (7) days' written notice sent to Lessee's address set forth above; provided, however, that notwithstanding the foregoing, if the Term of this Lease shall be thirty (30) days or less, this Lease shall be terminable at the will of Lessor at its sole discretion upon twenty-four (24) hours' written notice sent to Lessee's address set forth above. If this Lease is terminated at the option of Lessor without any default of Lessee, Lessor shall refund to Lessee the pro-rata amount of the Rent paid to Lessor for the remaining portion of the Term.

14. Assignment. This Lease may not be assigned or otherwise transferred or encumbered by Lessee, nor may any portion of the Premises be subleased by Lessee, without Lessor's prior written approval, which Lessor may withhold in its sole and absolute discretion. The direct or indirect sale of a controlling interest of Lessee, or the sale of all or substantially all of the assets of Lessee shall constitute an assignment of this Lease.

15. Lessor's Right to Relocate Premises

a. Lessor shall have the right in its sole and absolute discretion to relocate the Premises to another part of the Shopping Center upon not less than seventy two (72) hours' written notice to Lessee and Lessee shall relocate its Premises to such other location as designated by Landlord within said seventy two (72) hour period. The new premises shall be substantially the same in size, décor and nature as the Premises and shall be placed in such condition at Lessor's sole cost.

b. Lessor shall additionally have the right, in its sole and absolute discretion, to temporarily relocate the Premises to another location within the Shopping Center which is labeled as the 'Temporary Premise' on Exhibit - Map (Temporary Premises) upon not less than seventy (72) hours' prior written notice to Lessee (Relocation Notice). The dates and duration of the period of relocation (Relocation Period) shall be provided to Lessee in the Relocation Notice. Lessee shall be responsible, at its sole cost and expense, to relocate to and from the Temporary Premises on the beginning and end dates of the Relocation Period, respectively. Lessee's occupancy of the Temporary Premises shall at all times be subject to and in accordance with the terms and conditions of this Agreement, and the term 'Premises' shall mean the Temporary Premises during such period of time. Lessee shall not be entitled to any adjustment in the Rent or to any other compensation as a result of or in connection with a temporary relocation made under this Section 15.b.

16. Sale of Shopping Center. Lessor shall have the right, in its sole discretion, to assign this Lease to any purchaser or other assignee or transferee of a Shopping Center, provided that any such purchaser, assignee or transferee shall agree in writing to assume all of Lessor's obligations under this Lease arising after the date of such purchase, assignment or transfer, provided, however, if Lessor does not assign this Lease to such purchaser, Lessor shall have the right to terminate this Lease upon written notice to Lessee without further obligation other than obligations which have accrued prior to and remain unsatisfied at the time of termination.

17. Notices. Wherever in this Lease it shall be required or permitted that notice be given or served by either party to this Lease to or on the other, such notice, shall be given or served, and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail or reliable and nationally recognized overnight courier, addressed to the parties at the addresses set forth above. Either party may change such address by written notice sent by certified or registered mail. Lessor may also provide notice to Lessee by personally delivering such notice to the Premises.

18. Signage; Visual Merchandising. The content, dimensions and location of any and all signage used by Lessee to promote the Permitted Use, and all visual merchandising of Lessee, shall be previously approved in writing by Lessor in its sole and absolute discretion. In no way limiting the foregoing, Lessee understands and agrees (i) that all signage must be professionally designed and prepared, shall not detract from the general appearance of the Premises or the Shopping Center, and that under no circumstances may any signage be handwritten, and (ii) that Lessee shall be solely responsible for all visual merchandising of Lessee, all visuals must be professionally designed and prepared, and must be appropriate and relevant to the shopping season and Lessee's Permitted Use. Any failure to comply with the terms of this Section shall be deemed a material default and breach of this Lease providing Lessor with all rights and remedies set forth above.

19. Waiver of Jury Trial; Governing Law. To the extent enforceable, the parties to this Lease hereby waive and relinquish any and all rights that such party may have to trial by jury in any action, proceeding or counterclaim filed by either party, whether in contract, tort or otherwise, relating directly or indirectly to this Lease and/or the Premises, or any alleged acts or omissions of Lessor or Lessee in connection therewith. This Lease shall be construed in accordance with the laws of the State in which the Premises are located pertaining to contracts made and performed entirely therein.

20. Holdover. If Lessee shall fail to surrender the Premises upon the expiration or earlier termination of this Lease without the express written consent of Lessor, Lessee shall be deemed to be a month-to-month tenant of the Premises, with Base Rent due at a rate of 150% of the monthly Base Rent in effect at the expiration or termination of the Term, plus all Percentage Rent and Additional Rent payable, if any. The terms of such holdover tenancy shall otherwise be on the same terms and conditions as herein specified so far as applicable. Any holding over by Lessee without Lessor's consent shall entitle Lessor to reenter the Premises in its sole discretion. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

21. Confidentiality. Except as reasonably necessary in the normal course of dealing with a party's employees, officers, directors, investors and prospective investors, attorneys, accountants, banks, lenders, advisors, and other representatives (all of whom will be required to honor the confidentiality of such information) or to the extent required by law, including, without limitation, reporting and disclosure requirements under applicable securities laws, (i) any and all information contained in this Lease or provided to or by Lessor and/or Lessee by reason of the covenants and conditions of this Lease, economic or otherwise, shall remain confidential between Lessor and Lessee and shall not be divulged to third parties without the prior consent of the other party hereto, and (ii) Lessee shall not disclose any material information regarding the Premises or the Shopping Center to third parties without Lessor's prior consent. Notwithstanding the foregoing, Lessor and Lessee shall be permitted to divulge the contents of statements and reports derived and received pursuant to the provisions of Section 3 hereof in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements permitted hereunder or in connection with any administrative or judicial proceedings in which either party is involved where such party may be required to divulge such information. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

22. Going Out of Business. Lessee shall not conduct or permit to be conducted any going out of business, liquidation, store closing, or other similar sale in the Premises at any time whatsoever without the prior express written consent of Lessor. The parties agree that in the event Lessee breaches this provision, Lessor will suffer immediate and irreparable damages and shall be entitled to injunctive relief permanently enjoining Lessee from conducting, or permitting to be conducted, such a sale in the Premises.

23. Gross Revenue Reporting. Lessee shall furnish to Lessor, within ten (10) days after the expiration of each month during the Term, a complete statement, certified by Lessee, of the amount of Gross Revenue, made from the Premises during such period. If Lessee fails to furnish to Lessor any monthly statement of Gross Revenue within the time required by this Section, then Lessee shall pay within ten (10) days of demand therefor by Lessor as Additional Rent, a special handling fee of Fifty Dollars (\$50.00) per statement per day until such statement is delivered to Lessor. This remedy shall be in addition to any and all other remedies provided in this Lease or by law to Lessor. In addition, if Lessee fails to furnish any two (2) consecutive monthly statements of Gross Revenues within the time required by this Section, then, without limiting any of the Lessor's other rights under this Lease, Lessor shall have the right upon ten (10) days' prior written notice to conduct an audit as set forth in Section 3 above and any and all charges occasioned by reason thereof shall be the sole obligation of Lessee and payable on demand.

24. Consent to Certificate-Based Electronic Signature. Pursuant to the Electronic Signatures in Global and National Commerce Act (ESIGN) the Parties hereby expressly agree to the use of certificate-based electronic signature software operated by DocuSign for execution of this agreement/lease. The certificate based electronic signature generated by this software shall have the same legal effect as a handwritten signature and shall be admissible evidence of the Parties' mutual intent to be legally bound by this agreement. The Parties declare that they have received all information required to be fully aware of the certificate-based electronic signature process, and each Party hereby waives any challenge against the enforceability of this agreement based on the use of such certificate-based electronic signature software.

25. Miscellaneous.

a. The invalidity or unenforceability of any particular provision(s) of this Lease shall not affect the other provisions hereof, and this Lease shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

b. In the event of any conflict between the terms of this Lease and the terms of any Operational Guidelines & Policies, the terms of this Lease shall control.

c. If any action is brought by either party against the other party, relating to or arising out of this Lease, the transaction described herein or the enforcement hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Lease, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, legal research, deposition costs and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, expert fees and all costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section shall survive the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

d. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement, negotiations, brochures, arrangements, or understanding pertaining to any such matter shall be effective for any purpose unless expressed herein. Any amendment to or other modification of this Lease must be in writing and signed by both parties hereto.

e. This Lease may be signed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed a single instrument. The parties agree that signatures by facsimile shall be accepted as originals.

f. Lessee may not record this Lease or any memorandum or short form of this Lease in the public records. At Lessor's request, Lessee shall sign a recordable short form or memorandum of lease containing the terms required by statute and any other terms that Lessor wishes to include, which Lessor may record at Lessor's expense.

THE FOLLOWING PROVISIONS ARE HEARBY INCORPORATED INTO THIS LEASE:

For those Leases in which the Premises are located in California:

1. As of the Effective Date of the Lease, the Premises have not been inspected by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

2. For those Leases in which the Premises are located in the Shopping Center commonly known as The Village at Westfield Topanga, the following provisions are hereby incorporated into the Lease:

Lessor has entered into an agreement with City of Los Angeles (the "City") which provides funding to Lessor for development of the Center (the "Funding Agreement"). This funding is based, in part, upon tax revenues from Lessees at the Center. In order for Lessor to comply with its commitment to provide tax revenue information to the City, Lessee shall submit to Lessor the following: i) a copy of its sales and use tax returns filed with the state of California's Board of Equalization ("State Reporting") concurrent with its submittal of each such return to the state and ii) the City's Business Tax Return concurrent with its submittal of each such return to the City (the "City Reporting"). In the event the State

Reporting and City Reporting are consolidated with other stores operated by Lessee, then Lessee shall submit supporting paperwork for the Premises used by Lessee in the preparation for the State Reporting and City Reporting. Lessor covenants that the State Reporting and City Reporting provided by Lessee hereunder shall be kept confidential and shall only be shared with the City in connection with the Funding Agreement, except as may otherwise be required by law. In addition, per the Funding Agreement Lessee shall execute a document with the state of California Franchise Board to provide the City access to the State Reporting (sale and use tax returns) submitted by Lessee to the state of California.



**EXHIBIT A
SPECIALTY LEASING
OPERATIONAL GUIDELINES & POLICIES**

The Shopping Center, including the enclosed areas, parking lots (if applicable) and peripheral developments, is private property. Any exhibitor or organizations that participate are subject to the operational guidelines & policies set by Westfield Shopping Center owners, management, marketing, and security staffs. These operational guidelines & policies are dictated in order to insure a safe and pleasant experience for exhibitors and shoppers.

Center Operations:

- Center hours are posted, or may be obtained from the Management.
- The Shopping Center maintains a full-time security, housekeeping and landscaping staff. However, individual exhibitors are responsible for the safety, security, and cleanliness of their own displays. Any damage to mall floors, walls, furniture or plants will be billed to the Lessee/Licensee. The shopping Center assumes no responsibility for any loss or damage to property displayed in the mall or parking lot (if applicable).

Unload and Setup:

- All set-ups must take place outside of regular Center hours. Check with Mall Office for set up hours during holiday and high-traffic seasons.
- If special arrangements are made for morning set-up, this must be accomplished at least two hour prior to the start of business at the Shopping Center.
- Exhibitors may park at loading areas only to unload materials. Vehicles must be moved immediately after unloading is completed.
- No vehicles will be allowed on the sidewalks or landscaped areas.
- Promotional Doors are available in some Shopping Centers. Please contact Center Management for more information, including dimensions and load requirements.
- Plywood mat protectors are required at some Shopping Centers and must be placed over the Westfield entrance mats prior to driving a vehicle into the Shopping Center. Please contact Center Management for more information.

Display Areas:

- All exhibitor personnel must be professionally dressed. Name tags and exhibit uniforms are recommended.
- DRESS** - To maintain a professional image in a casual atmosphere, RMU/Car employees are to be dressed casually professional. This means no shorts, ragged or torn jeans, bare feet, "muscle-tanks", bare midriffs, thigh high skirts or low cut tops. Management reserves the right to close down any RMU whose employees are not dressed appropriately.
- No person shall call out (hawk) to the shopping public that may pass by their exhibit or stand outside the exhibit.
- Eating and drinking within your display is prohibited. (Drinks or food may not be stored at exhibit area.)
- Lessee/Licensee is responsible for supplying tables, chairs, and other materials when applicable. All tables or counters must be skirted to the floor on all four sides. Color and quality of table skirting must be approved by Center management 10 days prior to set-up.
- All exhibit signage must be pre-approved by Center management prior to set-up. All signs are to be professionally printed. Signs are to be in sign holders within the exhibit or on the exhibit table.

Vehicle Display:

- Vehicles displayed in the Shopping Center must adhere to all local fire regulations.
- Shopping Center Management requires less than one gallon of gas to no gas in tanks when vehicles are displayed on the property. Contact Center Management for more information. The gas tank must be taped shut, and the battery cables must be disconnected.
- A drip pan must be placed under each vehicle and carpet pads must be placed under each tire.
- An extra set of keys must be left with Security. Dealership employee or employee of Licensee/Leasee must clean car daily before 10:00 a.m.
- A fire permit must be obtained prior to set-up. In order to comply with this regulation, please contact the Fire Department.

VIOLATION OF ANY OF THE ABOVE NOTED OPERATIONAL GUIDELINES WILL BE GROUNDS FOR A FINE PER VIOLATION AND/OR IMMEDIATE TERMINATION OF THE TEMPORARY REVOCABLE AGREEMENT.

VIOLATIONS ARE DUE AND PAYABLE 5 DAYS AFTER RECEIPT. IF VIOLATIONS HAVE BEEN GIVEN AND NOT PAID, IMMEDIATE TERMINATION OF THE TEMPORARY REVOCABLE AGREEMENT WILL ENSUE.

Please keep a copy of these operational guidelines & policies requirements at the exhibit site. Please review these guidelines often with your employees and newly hired personnel. If you would like additional copies, please contact the Center Management.

These Operational Guidelines & Policies may be altered, amended or modified by the Shopping Center at any time.

**AGREEMENT TO ACCEPT
SPECIALTY LEASING
OPERATIONAL GUIDELINES & POLICIES FOR**

**** PLEASE SIGN BELOW AND RETURN THIS PAGE WITH YOUR AGREEMENT ****

I have read and understand the Operational Guidelines & Policies and agree to abide by them. I further agree to have all employees read and understand these Operational Guidelines & Policies. I understand that failure to do so may result in termination of activity in the shopping center.

Business Name _____ **City of National City** _____

Owner's Name _____
(Please Print)

Owner's Signature _____

Manager's Name _____

Manager's Signature _____

LEASE ABSTRACT

FOR WESTFIELD INTERNAL USE ONLY

Contract Type: Specialty Leasing
Opportunity Name: City of National City 10/23/20 (PBO) SL03Z-2

Tenant Information

Trade Name / Account DBA: City of National City
Legal Name / Account Name: City of National City
Name (Optional):
Address: 1243 National City Blvd.
National City, CA 91950
Phone #:

Lease Information

Lease Status: New Business
Contract #: PBO20064
Tax Rev. Type (Q/NQ):
Sales Category: SL Events

BU	Center	Unit #	Start Date	End Date
12271	Plaza Bonita	SL03Z-2	10/23/2020	10/23/2020

Recurring Billing

* Partial month minimum rent is already prorated in Salesforce

BU	Unit #	Bill Code	Start Date	End Date	Gross Amount	Tax Rate Area
12271	SL03Z-2	Z09	10/1/2020	10/31/2020	\$1,000.00	
12271	SL03Z-2	ZA9	10/1/2020	10/31/2020	\$0.00	

One-time Fees

BU	Unit #	Bill Code	Start Date	End Date	Gross Amount	Tax Rate Area
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Security Deposit

BU	Unit #	Bill Code	Deposit Type	Amount
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RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A SHORT TERM LEASE
AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND WESTFIELD PROPERTY
MANAGEMENT LLC, WITH AN INDEMNITY AND HOLD HARMLESS PROVISION IN
FAVOR OF THE WESTFIELD PROPERTY MANAGEMENT LLC, FOR A HALLOWEEN
THEMED DRIVE-IN MOVIE AT PLAZA BONITA LOCATED AT
3030 PLAZA BONITA ROAD**

WHEREAS, due to the COVID 19 pandemic, the City of National City has cancelled events from March 2020 through October 2020; and

WHEREAS, in order to create some normalcy and provide recreational opportunities for the residents of National City, the Community Services Department has been providing pandemic friendly events; and

WHEREAS, on Friday, October 23, 2020, after the sun sets, the Community Services Department will host a free Halloween themed drive-in at Plaza Bonita Mall that will distribute goody bags to children in attendance; and

WHEREAS, Plaza Bonita Mall is an ideal location due to their large paved parking facility which will give City staff the ability to control entrances, exits and capacity; and

WHEREAS, per City Council Policy 1001, City staff recommends City Council's authorization of a Short Term Lease Agreement with Westfield Property Management LLC, which includes an indemnity and hold harmless provision in their favor.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the City Manager to execute a Short Term Lease Agreement between the City of National City and Westfield Property Management LLC, with an indemnity and hold harmless provision in favor of the Westfield Property Management LLC, for a free Halloween themed drive-in movie at Plaza Bonita Mall located at 3030 Plaza Bonita Road.

PASSED and ADOPTED this 6th day of October, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Investment transactions for the month ended July 31, 2020.](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 6, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended July 31, 2020.

PREPARED BY: *Ron Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: _____

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XI A of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending July 31, 2020.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended July 31, 2020.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/02/2020	60934N807	2.52	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2.52	0.00	2.52	0.00
Purchase	07/07/2020	60934N807	4,993.49	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,993.49	0.00	4,993.49	0.00
Purchase	07/08/2020	60934N807	6,700.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,700.00	0.00	6,700.00	0.00
Purchase	07/09/2020	60934N807	619,071.98	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	619,071.98	0.00	619,071.98	0.00
Purchase	07/10/2020	3135G05G4	560,000.00	FNMA Note 0.25% Due 7/10/2023	99.785	0.32%	558,796.00	0.00	558,796.00	0.00
Purchase	07/10/2020	60934N807	6,900.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,900.00	0.00	6,900.00	0.00
Purchase	07/11/2020	60934N807	6,600.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,600.00	0.00	6,600.00	0.00
Purchase	07/13/2020	60934N807	6,828.13	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,828.13	0.00	6,828.13	0.00
Purchase	07/15/2020	60934N807	148.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	148.33	0.00	148.33	0.00
Purchase	07/15/2020	60934N807	579.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	579.00	0.00	579.00	0.00
Purchase	07/15/2020	60934N807	332.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	332.00	0.00	332.00	0.00
Purchase	07/15/2020	60934N807	211.79	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	211.79	0.00	211.79	0.00
Purchase	07/15/2020	60934N807	155.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	155.83	0.00	155.83	0.00
Purchase	07/15/2020	60934N807	13,900.68	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	13,900.68	0.00	13,900.68	0.00
Purchase	07/15/2020	60934N807	22,502.07	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	22,502.07	0.00	22,502.07	0.00
Purchase	07/15/2020	90LAIF\$00	42,592.78	Local Agency Investment Fund State Pool	1.000	1.15%	42,592.78	0.00	42,592.78	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/20/2020	60934N807	12,429.71	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	12,429.71	0.00	12,429.71	0.00
Purchase	07/20/2020	60934N807	10,920.02	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	10,920.02	0.00	10,920.02	0.00
Purchase	07/21/2020	60934N807	93.92	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	93.92	0.00	93.92	0.00
Purchase	07/21/2020	60934N807	16,631.68	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	16,631.68	0.00	16,631.68	0.00
Purchase	07/22/2020	47787NAC3	75,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	99.985	0.52%	74,988.57	0.00	74,988.57	0.00
Purchase	07/22/2020	60934N807	99,977.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	99,977.83	0.00	99,977.83	0.00
Purchase	07/25/2020	60934N807	5,625.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,625.00	0.00	5,625.00	0.00
Purchase	07/27/2020	89237VAB5	155,000.00	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	99.992	0.44%	154,988.07	0.00	154,988.07	0.00
Purchase	07/28/2020	60934N807	4,900.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,900.00	0.00	4,900.00	0.00
Purchase	07/29/2020	60934N807	4,700.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,700.00	0.00	4,700.00	0.00
Purchase	07/31/2020	60934N807	7,593.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	7,593.75	0.00	7,593.75	0.00
Subtotal			1,684,390.51				1,683,163.15	0.00	1,683,163.15	0.00
Security Contribution	07/31/2020	90SDCP\$00	120,000.00	County of San Diego Pooled Investment Pool	1.000		120,000.00	0.00	120,000.00	0.00
Subtotal			120,000.00				120,000.00	0.00	120,000.00	0.00
TOTAL ACQUISITIONS			1,804,390.51				1,803,163.15	0.00	1,803,163.15	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	07/09/2020	912828XR6	600,000.00	US Treasury Note 1.75% Due 5/31/2022	102.992	0.17%	617,953.13	1,118.85	619,071.98	4,242.19
Sale	07/10/2020	60934N807	558,796.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	558,796.00	0.00	558,796.00	0.00
Sale	07/22/2020	60934N807	74,988.57	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	74,988.57	0.00	74,988.57	0.00
Sale	07/22/2020	9127964G1	100,000.00	US Treasury Bill 0.143% Due 10/6/2020	99.978	0.11%	99,977.83	0.00	99,977.83	18.20
Sale	07/27/2020	60934N807	154,988.07	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	154,988.07	0.00	154,988.07	0.00
Subtotal			1,488,772.64				1,506,703.60	1,118.85	1,507,822.45	4,260.39
Paydown	07/15/2020	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	148.33	148.33	0.00
Paydown	07/15/2020	477870AC3	0.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		0.00	211.79	211.79	0.00
Paydown	07/15/2020	47789JAB2	13,736.90	John Deere Owner Trust 2019-A A2 2.85% Due 12/15/2021	100.000		13,736.90	163.78	13,900.68	0.63
Paydown	07/15/2020	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	155.83	155.83	0.00
Paydown	07/15/2020	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	579.00	579.00	0.00
Paydown	07/15/2020	89232HAC9	0.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		0.00	332.00	332.00	0.00
Paydown	07/15/2020	89238KAD4	22,238.52	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	100.000		22,238.52	263.55	22,502.07	61.68
Paydown	07/20/2020	43814UAG4	12,100.75	Honda Auto Receivables Trust 2018-2 A3 3.01% Due 5/18/2022	100.000		12,100.75	328.96	12,429.71	0.26



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	07/20/2020	43814WAB1	10,797.28	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	100.000		10,797.28	122.74	10,920.02	0.69
Paydown	07/21/2020	43813RAC1	0.00	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	100.000		0.00	93.92	93.92	0.00
Paydown	07/21/2020	43815HAC1	16,128.83	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		16,128.83	502.85	16,631.68	2.21
Subtotal			75,002.28				75,002.28	2,902.75	77,905.03	65.47
Security Withdrawal	07/03/2020	60934N807	2,318.01	Federated Investors Govt Oblig Fund Inst.	1.000		2,318.01	0.00	2,318.01	0.00
Security Withdrawal	07/30/2020	90LAIF\$00	7,000,000.00	Local Agency Investment Fund State Pool	1.000		7,000,000.00	0.00	7,000,000.00	0.00
Subtotal			7,002,318.01				7,002,318.01	0.00	7,002,318.01	0.00
TOTAL DISPOSITIONS			8,566,092.93				8,584,023.89	4,021.60	8,588,045.49	4,325.86

OTHER TRANSACTIONS										
Interest	07/07/2020	3135G0X24	625,000.00	FNMA Note 1.625% Due 1/7/2025	0.000		4,993.49	0.00	4,993.49	0.00
Interest	07/08/2020	89236TFS9	400,000.00	Toyota Motor Credit Corp Note 3.35% Due 1/8/2024	0.000		6,700.00	0.00	6,700.00	0.00
Interest	07/10/2020	24422EUR8	400,000.00	John Deere Capital Corp Note 3.45% Due 1/10/2024	0.000		6,900.00	0.00	6,900.00	0.00
Interest	07/11/2020	06051GEU9	400,000.00	Bank of America Corp Note 3.3% Due 1/11/2023	0.000		6,600.00	0.00	6,600.00	0.00
Interest	07/13/2020	3137EADB2	575,000.00	FHLMC Note 2.375% Due 1/13/2022	0.000		6,828.13	0.00	6,828.13	0.00
Interest	07/25/2020	45950KCM0	500,000.00	International Finance Corp Note 2.25% Due 1/25/2021	0.000		5,625.00	0.00	5,625.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	07/28/2020	69353RFE3	400,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	0.000		4,900.00	0.00	4,900.00	0.00
Interest	07/29/2020	91159HHL7	400,000.00	US Bancorp Callable Note 1X 12/29/2020 2.35% Due 1/29/2021	0.000		4,700.00	0.00	4,700.00	0.00
Interest	07/31/2020	912828S76	600,000.00	US Treasury Note 1.125% Due 7/31/2021	0.000		3,375.00	0.00	3,375.00	0.00
Interest	07/31/2020	912828V72	450,000.00	US Treasury Note 1.875% Due 1/31/2022	0.000		4,218.75	0.00	4,218.75	0.00
Subtotal			4,750,000.00				54,840.37	0.00	54,840.37	0.00
Dividend	07/02/2020	60934N807	34,864.34	Federated Investors Govt Oblig Fund Inst.	0.000		2.52	0.00	2.52	0.00
Dividend	07/15/2020	90LAIF\$00	1,061,431,813.79	Local Agency Investment Fund State Pool	0.000		42,592.78	0.00	42,592.78	0.00
Subtotal			1,061,466,678.13				42,595.30	0.00	42,595.30	0.00
TOTAL OTHER TRANSACTIONS			1,066,216,678.13				97,435.67	0.00	97,435.67	0.00

The following page(s) contain the backup material for Agenda Item: [Warrant Register #7 for the period of 8/12/20 through 8/18/20 in the amount of \\$1,177,350.18. \(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 6, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #7 for the period of 8/12/20 through 8/18/20 in the amount of \$1,177,350.18. (Finance)

PREPARED BY: Arnold Ocana – Acting Finance Manager

PHONE: 619-336-4342

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 8/12/20 - 8/18/20. Consistent with Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
CSAC EXCESS INS AUTHORITY	348830	57,399.00	OPTIONAL EXCESS LIABILITY PROGRAM
ARJIS	348916	66,562.00	ARJIS/JPA COST UTILIZATION/ESUN
SELECT ELECTRIC INC	348886	76,021.57	CITYWIDE TRAFFIC SIGNAL & ADA
CHEN RYAN ASSOCIATES INC	348823	80,885.68	CIP 19-24 BAYSHORE BIKEWAY SEGMENT
CITY OF CHULA VISTA	348920	89,628.00	ANIMAL SHELTER FEES
ADMINSURE, INC.	061662	89,933.43	WC ACCT PERIOD JULY 1-31, 2020
LEHR AUTO ELECTRIC	348857	292,214.58	CORE I57300U MULTITOUCH LAPTOP DOCK

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED:  **FINANCE**

APPROVED: _____ **MIS**

Warrant total \$1,177,350.18.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,177,350.18.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 7



**WARRANT REGISTER # 7
8/18/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SANDAG	FY2021 MEMBER AGENCY ASSESSMENT & CRIMIN	348805	8/18/20	24,078.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	348806	8/18/20	3,419.00
SHER EDLING LLP	PROFESSIONAL SERVICES / CAO	348807	8/18/20	15,484.28
VIDEO TRACK LLC	LIABILITY CLAIM COST	348808	8/18/20	1,850.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	348809	8/18/20	420.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	348810	8/18/20	245.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	348811	8/18/20	227.50
VIDEO TRACK LLC	LIABILITY CLAIM COST	348812	8/18/20	32.00
ACE UNIFORMS & ACCESSORIES INC	UNIFORMS AND ACCESSORIES FOR FY 21	348813	8/18/20	383.55
AEP CALIFORNIA LLC	UPFIT FOR UC VEH	348814	8/18/20	3,570.50
ALDEMCO	FOOD NUTRITION	348815	8/18/20	14,729.43
ALL FRESH PRODUCTS	FOOD NUTRITION	348816	8/18/20	8,253.19
ALLSTAR FIRE EQUIPMENT INC	LION LPG928BK COMMANDER ACE BLACK LEATHE	348817	8/18/20	2,069.63
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	348818	8/18/20	90.38
BOOT WORLD	BOOTS STAFF/ NSD	348819	8/18/20	122.32
C P RICHARDS SIGNS INC	HOSE BED COVER GRAPHICS	348820	8/18/20	81.56
CA ASSOC. OF CODE ENFORCEMENT OFFICERS	CACEO VIRTUAL SEMINAR / NSD	348821	8/18/20	250.00
CALIFORNIA PARK & RECREATION SOCIETY	COMMUNITY SERVICES CPRS CONFERENCE & EXP	348822	8/18/20	1,350.00
CHEN RYAN ASSOCIATES INC	CIP 19-24 BAYSHORE BIKEWAY SEGMENT 5- EN	348823	8/18/20	80,885.68
CIRCULATE SAN DIEGO	CIRCULATE SAN DIEGO WILL ESTABLISH A	348824	8/18/20	3,652.50
CITY OF SAN DIEGO	TRANSPORTATION / TREATMENT FEES FY 2020	348825	8/18/20	1,080.12
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	348826	8/18/20	7,200.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	348827	8/18/20	8,920.50
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY21	348828	8/18/20	132.31
CROSS CONNECTIONS	LI-ION BATTERIES	348829	8/18/20	909.92
CSAC EXCESS INS AUTHORITY	OPTIONAL EXCESS LIABILITY PROGRAM	348830	8/18/20	57,399.00
CSAC EXCESS INS AUTHORITY	POLLUTION PROGRAM	348831	8/18/20	3,249.00
CXTEC	CP-7821-K9~	348832	8/18/20	1,829.51
CXTEC	OUT OF STATE TAXES	348833	8/18/20	160.08
DAY WIRELESS SYSTEMS (20)	DISPATCH WIRE MOVE	348834	8/18/20	9,243.75
DELGADO, ELYANA	REIMBURSEMENT ELYANA COMM SERVICES	348835	8/18/20	321.62
DEPARTMENT OF TRANSPORTATION	HIGHWAY LIGHTING FOR FY 2020~	348836	8/18/20	10,256.86
DISASTER MANAGEMENT SYSTEMS	DYNAMIC VEST-BLUE AND WHITE, TRIAGE TAG	348837	8/18/20	611.61
DISCOUNT SIGNS & BANNERS	STRUCTURE HELMET REFLECTIVE NAMES	348838	8/18/20	6.47
D-MAX ENGINEERING INC	T&A90396 724 CIVIC CENTER	348839	8/18/20	971.13
EASLEY, ULYSSA	MISS NC EDUCATIONAL PAGEANT SCHOLARSHIP	348840	8/18/20	815.00
ENDURA LLC	DISPATCH CHAIRS	348841	8/18/20	5,089.51
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE - ENG/PW	348842	8/18/20	6,792.62
FASTSIGNS	PRINTED OR COMPLEX CUT VINYL PRICED BT H	348843	8/18/20	125.06
FIRE ETC	FIRE HOSE 1.5 IN. 1.75 IN. 4IN. PVC SUCT	348844	8/18/20	15,991.69
FIRE ETC	REDBACK PULL ON STATION BOOT STEEL TOE	348845	8/18/20	1,495.33
FIRE SERVICE SPECIF & SUPPLY	SERVICE WORK ON HOMATRO RESCUE TOOLS. PA	348846	8/18/20	2,377.10
GRAINGER	COURIER BOX/GRAY/SECTION 8	348847	8/18/20	790.70
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	348848	8/18/20	2,288.05
HANDY METAL MART	PS GALVANIZED PIPE 2"	348849	8/18/20	227.08
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES FOR FY 2021	348850	8/18/20	867.12



**WARRANT REGISTER # 7
8/18/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
HONOR LIFE MEMORIALS	HONOR LIFE ENGRAVING CHARGE LABOR	348851	8/18/20	525.00
INTENT DIGITAL LLC	INTENT DIGITAL ANNUAL RENEWAL 9/1/20 -	348852	8/18/20	3,000.00
JANI-KING OF CALIFORNIA INC	COVID-19 JANITORIAL SERVICES- 1243 NATIO	348853	8/18/20	9,572.62
KRONOS INC	KRONOS ANNUAL MAINTENANCE AND LICENSING	348854	8/18/20	83.81
L N CURTIS & SONS	EMERGENCY RESPONSE JACKET/FIRE	348855	8/18/20	11,609.06
LASER SAVER INC	INK FOR PRINTER	348856	8/18/20	1,086.96
LEHR AUTO ELECTRIC	CORE I57300U MULTITOUCH LAPTOP DOCK	348857	8/18/20	292,214.58
LUIGGI ANGELUCCI	T&A90207 KIMBALL APARTMENTS	348858	8/18/20	233.78
MISAC	CCSP CERTIFICATION VIRTUAL TRAINING	348859	8/18/20	1,795.00
NAPA AUTO PARTS	MOP 45735 EQUIPMENT SUPPLIES - PW	348860	8/18/20	67.94
NATIONAL CITY CHAMBER	CHAMBER OF COMMERCE MEMBERSHIP	348861	8/18/20	100.00
NEIL CAPIN	T&A90114 REFUND - PLAZA CARWASH	348862	8/18/20	339.04
NEXT DAY PRINTED TEES	PRINTING OF WHOLESALE GOODS-ONE COLOR	348863	8/18/20	96.88
NV5 INC	T&A90449 HARDING APTS.	348864	8/18/20	5,265.75
OFFICE SOLUTIONS BUSINESS	MOP 83778-OFFICE SUPPLIES SECT8	348865	8/18/20	686.23
OLIVER PRODUCTS	HOME DELVERED PACKAGING	348866	8/18/20	208.97
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	348867	8/18/20	60.62
PACIFIC REFRIGERATION INC	DISHWASHER/ICE MACHINE REPAIRS/MLK	348868	8/18/20	1,282.36
PADRE JANITORIAL SUPPLIES	JANITORIAL NUTRITION	348869	8/18/20	33.30
PARK CITY ENTERTAINMENT, INC	DISPATCH DESK TREADMILL	348870	8/18/20	949.05
PICASSO COUNTERTOP & CABINET	COUNTERTOP FOR FISH BOWL	348871	8/18/20	1,338.26
POLICE AND FIRE PSYCHOLOGY	PSYCH EXAMS	348872	8/18/20	1,300.00
POWERSTRIDE BATTERY CO INC	MOP 63839 AUTO SUPPLIES - PW	348873	8/18/20	235.95
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	348874	8/18/20	4,280.33
PRO BUILD COMPANY	MOP PURCHASE 45707 BUILDING SUPPLIES STA	348875	8/18/20	53.20
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICES	348876	8/18/20	1,280.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	348877	8/18/20	772.70
PRUDENTIAL OVERALL SUPPLY	MOP 45742 PURCHASE SHOP TOWEL RENTAL AN	348878	8/18/20	75.00
RIVERA	MISS NC EDUCATIONAL PAGEANT SCHOLARSHIP	348879	8/18/20	1,215.00
ROLLIN SUTTON	T&A90111 1229 HARBISON AVENUE	348880	8/18/20	199.54
SELECT ELECTRIC INC	CITYWIDE TRAFFIC SIGNAL & ADA	348886	8/18/20	76,021.57
SIEMENS INDUSTRY INC	ADDITIONAL FIRE AND SECURITY ALARM	348889	8/18/20	4,740.00
SITEONE LANDSCAPE SUPPLY LLC	FERTILIZER AND HERBICIDE FOR PARKS	348890	8/18/20	3,113.98
SMART SOURCE OF CALIFORNIA LLC	PARKING VIOLATION NOTICES	348891	8/18/20	4,021.92
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERALSERVICES - PW	348892	8/18/20	15.34
SOUTHWESTERN COMMUNITY COLLEGE	T&A90103 HIGHLAND EDUCATION CENTER	348893	8/18/20	1,756.51
SPEEDPRO IMAGING	DECALS FOR CITY TRUCKS	348894	8/18/20	519.38
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	348901	8/18/20	268.82
THOMAS	MISS NC EDUCATIONAL PAGEANT SCHOLARSHIP	348902	8/18/20	1,925.00
THOMAS	T&A90242 BNFS TRACK RPLC.	348903	8/18/20	1,158.48
TRI TECH FORENSICS INC	PPE GEAR	348904	8/18/20	2,009.46
T'S & SIGNS	COMMUNITY SERVICES EMPLOYEE REUSABLE FAC	348905	8/18/20	259.37
U S BANK	US BANCORP CARD PAYMENT	348906	8/18/20	2,154.92
UNITED PARCEL SERVICE	LATE FEE & SHIPPING TO LVPD	348907	8/18/20	214.54
VCA EMERGENCY ANIMAL HOSPITAL	EMERGENCY STRAY ANIMAL CARE FY 21	348908	8/18/20	610.83
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY21	348909	8/18/20	152.47



**WARRANT REGISTER # 7
8/18/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
VIVANT SOLAR DEVELOPER LLC	REFUND OF INSPECTION FEES	348910	8/18/20	868.14
WILLY'S ELECTRONIC SUPPLY	MOP 00351 PD	348911	8/18/20	465.89
ZOLL MEDICAL CORP	PREVENTIVE MAINTENANCE ZOLL HEART MONITO	348913	8/18/20	1,386.55
AARDVARK	FLASH BANG BOX	348914	8/18/20	445.77
ADAMSON POLICE PRODUCTS	SWAT EARS	348915	8/18/20	10,630.32
ARJIS	ARJIS/JPA COST UTILIZATION/ESUN~	348916	8/18/20	66,562.00
ASSI SECURITY INC	CITY WIDE DOOR SECURITY SERVICES AND	348917	8/18/20	3,921.66
AZTEC APPLIANCE INC	16 CF TOP FREEZER TOP REFER	348918	8/18/20	677.75
CIRCULATE SAN DIEGO	CIRCULATE SAN DIEGO WILL ESTABLISH A	348919	8/18/20	1,870.00
CITY OF CHULA VISTA	ANIMAL SHELTER FEES	348920	8/18/20	89,628.00
CLYDE ARMORY	COLT RAILS AND MOUNTS	348921	8/18/20	12,225.00
DEPT OF JUSTICE	FINGERPRINTING FOR EMPLOYEES AND NARC	348922	8/18/20	128.00
DISCOUNT SPECIALTY CHEMICALS	C-ROUGHTOUGH SCRUBS	348923	8/18/20	415.75
EXOS COMMUNITY SERVICES LLC	MANAGEMENT POO FEES	348924	8/18/20	7,225.35
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	348925	8/18/20	160.00
L C ACTION	COLT UPPER KIT	348926	8/18/20	5,670.23
LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES FOR DISPATCH	348927	8/18/20	337.64
LASER SAVER INC	MOP 04840 PD	348928	8/18/20	434.92
NATIONAL CITY CAR WASH	CAR WASH SERVICES FOR CITY FLEET FY 2020	348929	8/18/20	335.00
OFFICE SOLUTIONS BUSINESS	MOP 25003 PD	348930	8/18/20	493.33
PALOMAR HEALTH	SEXUAL ASSAULT EXAMS / PD	348931	8/18/20	1,350.00
PEPPERBALL	PEPPER BALL LAUNCHERS	348932	8/18/20	4,880.63
PRO BUILD COMPANY	MOP 20462 PD	348933	8/18/20	16.51
RAY ALLEN MANUFACTURING, LLC	RS65L ULTRA TRNG SUIT W POL PKG LRG	348934	8/18/20	2,723.15
SAFARILAND, LLC	PE SUPPLIES	348935	8/18/20	643.88
SAN DIEGO PET SUPPLY	MOP 02975 PD	348936	8/18/20	299.26
SAN DIEGO POLICE EQUIPMENT	BALLISTIC VESTS AND CARRIERS FOR FY 21	348937	8/18/20	1,781.33
STAPLES BUSINESS ADVANTAGE	MOP 20468 PD	348938	8/18/20	558.04
SYMBOLARTS, LLC	BADGES, BADGE REPAIR, PINS AS NEEDED	348939	8/18/20	2,106.09
TECHNOLOGY INTEGRATION GROUP	MISC MIS EQUIP	348940	8/18/20	1,331.65
TERMINIX INTERNATIONAL	CITY OWNED FACILITIES ONGOING PEST	348941	8/18/20	100.00
THE COUNSELING TEAM	COUNSELING SERVICES	348942	8/18/20	800.00
THE ENGRAVING STORE	FLAG BOX MEEKS	348943	8/18/20	43.00
U S BANK	MOP 19657 PD	348944	8/18/20	1,314.65
ULTIMATE TRAINING MUNITIONS	TRAINING MUNITIONS	348945	8/18/20	17,889.15
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	348946	8/18/20	640.99
US BANK	OFFICE SUPPLIES AND TDA ONLINE TRAINING	348947	8/18/20	287.81
VCA EMERGENCY ANIMAL HOSPITAL	EMERGENCY STRAY ANIMAL CARE FY 21	348948	8/18/20	585.39
VCA MAIN ST ANIMAL HOSPITAL	K9 VET CARE FOR FY 21	348949	8/18/20	915.68
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES,	348950	8/18/20	2,796.08
WEST PAYMENT CENTER	CLEAR INVESTIGATIVE SERVICES DATABASE	348951	8/18/20	1,241.60
WILLY'S ELECTRONIC SUPPLY	DISPATCH PROJECT	348952	8/18/20	32.63

A/P Total 1,055,756.50



**WARRANT REGISTER # 7
8/18/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WIRED PAYMENTS				
ADMINSURE INC	WC ACCT PERIOD JULY 1-31, 2020	061662	8/13/20	89,933.43
ARCO BUSINESS SOLUTIONS	WO308 FUEL CHGS JULY 1-31, 2020	061761	8/13/20	31,138.85
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SVCS BASE FEE-JULY	021982	8/14/20	521.40
	GRAND TOTAL			<u>\$ 1,177,350.18</u>

CERTIFICATION

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR/CHAIRWOMAN

MONA RIOS, VICE MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 6TH OF OCTOBER 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #8 for the period of 8/19/20 through 8/25/20 in the amount of \\$1,806.685.05. \(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 6, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #8 for the period of 8/19/20 through 8/25/20 in the amount of \$1,806,685.05. (Finance)

PREPARED BY: Arnold Ocana – Acting Finance Manager

PHONE: 619-336-4342

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 8/19/20 - 8/25/20. Consistent with Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
PUBLIC EMP RETIREMENT SYSTEM	082120	256,008.91	SERVICE PERIOD 07/28/20 - 08/10/20

FINANCIAL STATEMENT:

ACCOUNT NO.

Warrant total \$1,806,685.05.

APPROVED: 

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,806,685.05.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 8



WARRANT REGISTER # 8

8/25/2020

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	NAMESTRIPS	348953	8/25/20	576.46
ADASTRAGOV, INC	LABOR COSTING MODULE - ANNUAL LICENSING	348954	8/25/20	9,000.00
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES -	348955	8/25/20	7,872.50
ALDEMCO	CONSUMABLES - NUTRITION CENTER	348956	8/25/20	2,119.81
ALL FRESH PRODUCTS	FOOD NUTRITION	348957	8/25/20	928.24
AMAZON	WOOD ADJUSTABLE LITERATURE ORGANIZER,	348958	8/25/20	247.17
AMERICAN PLANNING ASSOCIATION	AMERICAN PLANNING ASSOCIATION DUES	348959	8/25/20	99.00
ANDERSON, STEVEN	TRAINING ADV SUB FLASH BANG	348960	8/25/20	256.00
ATLANTIC SAFETY PRODUCTS INC	P/E GLOVES	348961	8/25/20	3,434.78
BAKER ELECTRIC INC	CIP 19-46 LAS PALMAS POOL ELECTRICAL	348962	8/25/20	12,176.95
BROADWAY AUTO GLASS	OFF-SITE WINDOW TINT, REPAIR, AND	348963	8/25/20	189.43
BUREAU VERITAS N AMERICA INC	BUREAU VERITAS - PERMITTING SERVICES	348964	8/25/20	10,426.76
CARRANZA, CYNTHIA	CITATION REFUND/DUPLICATE PMNT	348965	8/25/20	70.00
CHEN RYAN ASSOCIATES INC	CIP 19-24 BAYSHORE BIKEWAY SEGMENT 5 - E	348966	8/25/20	36,570.60
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	348967	8/25/20	50.38
CONCENTRA MEDICAL CENTERS	DOT EXAMS & HEP A/B VACCINES	348968	8/25/20	712.00
COUNTYWIDE MECHANICAL SYSTEMS	CITYWIDE ON-SITE HVAC SERVICES,	348969	8/25/20	551.43
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2021	348970	8/25/20	6,640.78
DAY WIRELESS SYSTEMS	LADDER/ANTENNA/CABLE-FIRE	348971	8/25/20	324.79
DEPARTMENT OF TOXIC SUBSTANCES	PUBLIC WORKS YARDS	348972	8/25/20	471.28
D-MAX ENGINEERING INC	SEWER UPSIZING	348973	8/25/20	690.00
FIT TO WORK INC	COMPREHENSIVE ERGONOMIC EVALUATION/HED	348974	8/25/20	465.00
GEOSYNTEC CONSULTANTS INC	CLEANING SVCS/NUTRITION CTR	348975	8/25/20	1,500.00
GOVCONNECTION INC	THINK BOOK	348976	8/25/20	847.62
GOVERNMENT TRAINING AGENCY	CCMA FY 2020/2021 ANNUAL FEE- BRAD RAULS	348977	8/25/20	750.00
GOVINVEST INC	PENSION MODULE - ANNUAL LICENSING FEE	348978	8/25/20	9,000.00
GRAINGER	BUILDING SUPPLIES AND EQUIPMENT FY 21~	348979	8/25/20	4,406.62
GURROLA, VALERIE	PROFESSIONAL SERVICES	348980	8/25/20	10,194.60
GURROLA, VALERIE	PROFESSIONAL SERVICES	348981	8/25/20	612.43
HANDY METAL MART	10-210, MISCELLANEOUS STEEL	348982	8/25/20	141.62
HDL COREN & CONE	CONTRACT SVCS PROPERTY TAX/JULY-SEPT 202	348983	8/25/20	2,979.83
HDR ENGINEERING, INC.	SEWER UPSIZE	348984	8/25/20	15,593.50
HINDERLITER DE LLAMAS &	CONTRACT SVCS/AUDIT SVCS QTR 1/2020	348985	8/25/20	14,676.14
HOME DEPOT CREDIT SERVICES	HOME DEPOT FACE MASK / NSD	348986	8/25/20	108.42
INNOVATIVE CONSTRUCTION	T&A90353 CDP2018-3619	348987	8/25/20	129.00
IPS GROUP INC	ENFORCEMENT - JUNE	348988	8/25/20	2,009.89
KTUA	CLEAN MOBILITY TUNES	348989	8/25/20	4,865.00
L N CURTIS & SONS	LARGE AND X-LARGE YELLOW WILDLAND COAT	348990	8/25/20	3,068.80
LASHBROOK	REIMB: LASHBROOK HOME DEP/DISPATCH SUPPL	348991	8/25/20	95.17
LIFE ASSIST INC	CIRCULAIRE II AEROSOL SYSTEM	348992	8/25/20	326.97
MAINTEX INC	CITYWIDE JANITORIAL SUPPLIES, PARTS,	348993	8/25/20	1,210.91
MELENDREZ, VALENCIA	CITATION REFUND/OVERPAYMENT	348994	8/25/20	40.00
NATIONAL CITY CHAMBER OF COMMERCE	MEMBERSHIP DUES ALEJANDRA SOTELO-SOLIS	348995	8/25/20	110.00
NATIONAL TRAINING CONCEPTS	TRAINING TUITION FLASHBNG ANDERSON	348996	8/25/20	307.00
NAVRAI INC DBA STARDUST INN	HOUSING RELOCATION / NSD	348997	8/25/20	1,126.18
NERI LANDSCAPE ARCHITECTURE	PARADISE CREEK ED, PARK EXT.	348998	8/25/20	15,269.00



WARRANT REGISTER # 8

8/25/2020

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NV5 INC	LAS PALMAS POOL	348999	8/25/20	4,285.71
OFFICE SOLUTIONS BUSINESS	COMMUNITY SERVICES MLK PAPER ORDER	349000	8/25/20	481.63
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	349001	8/25/20	117.96
PACIFIC PRODUCTS & SERVICES	PART NUMBER 20D12P - 10 - PG~	349002	8/25/20	1,462.69
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	349003	8/25/20	74.48
PENSKE FORD	R&M CITY VEHICLES FY 2021	349004	8/25/20	357.60
PRIASOFT, INC.	PRODUCT #PSE-MIGRATION-T1~	349005	8/25/20	7,495.42
PRO BUILD COMPANY	MOP 45707 BUILDING SUPPLIES - PW	349006	8/25/20	1,505.18
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICES	349007	8/25/20	4,160.32
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	349008	8/25/20	1,302.17
RANDALL LAMB ASSOCIATES INC	POLICE DEPT. STANBY POWER	349009	8/25/20	28,850.00
SAN DIEGO GAS & ELECTRIC	GAS&ELECTRIC/NUTRITION/1415 D AVE	349010	8/25/20	7,520.73
SCANNING SERVICE CORPORATION	SCANNING SERVICES- BUILDING DEPT. DOCUME	349011	8/25/20	682.04
SCST INC	PARADISE CREEK W.QUALITY	349012	8/25/20	1,919.00
SDG&E	GAS AND ELECTRIC UTILITIES FOR	349013	8/25/20	45,092.23
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 SMART SOURCE - PLANNING DIV. B	349014	8/25/20	86.95
SOLORIO FILM PRODUCTIONS	MEDIA PRODUCTION	349015	8/25/20	450.00
SOUTH BAY COMMUNITY SERVICES	HOME AGREEMENT: SOUTH BAY COMMUNITY	349016	8/25/20	35,798.00
SOUTH COAST EMERGENCY	PIE-3350438, TUBE 1.65 OD X 28.60 LG	349017	8/25/20	495.04
STAPLES BUSINESS ADVANTAGE	MOP 45704 - STAPLES - CREDIT CARD SERVIC	349018	8/25/20	417.36
SUN BADGE COMPANY INC	BADGE FOR ALEX CORDOVA / NSD	349019	8/25/20	152.92
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2021	349020	8/25/20	18,643.95
TERMINIX INTERNATIONAL	ON-SITE PEST CONTROL SERVICES AS NEEDED	349021	8/25/20	1,256.50
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	349022	8/25/20	183.84
TRUE CUSTOMS	PARTS	349023	8/25/20	180.00
U S BANK	MOP 19657 PD	349024	8/25/20	2,813.68
U S BANK	US BANK - CREDIT CARD SERVICES	349025	8/25/20	294.00
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	349026	8/25/20	554.67
VIDEO TRACK LLC	LIABILITY CLAIM COST	349027	8/25/20	3,270.50
VIDEO TRACK LLC	LIABILITY CLAIM COST	349028	8/25/20	1,715.00
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES,	349033	8/25/20	4,255.49
Z A P MANUFACTURING INC	BLANKS~	349036	8/25/20	2,924.61
ZOLL MEDICAL CORP	BLANKET PURCHASE PREVENTIVE MAINTENANCE	349037	8/25/20	3,217.09

A/P Total 421,496.59

WIRED PAYMENTS

PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 07/28/20 - 08/10/20	082120	8/21/20	256,008.91
	4/29/2020 5/5/2020			

PAYROLL

Pay period	Start Date	End Date	Check Date	
16	7/28/2020	8/10/2020	8/19/2020	1,129,179.55

GRAND TOTAL \$ 1,806,685.05

CERTIFICATION

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR/CHAIRWOMAN

MONA RIOS, VICE MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 6TH OF OCTOBER 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Introduction of an Ordinance of the City Council of the City of National City Repealing Chapter 10.32 of Title 10 of the National City Municipal Code regarding Impersonating a Member of the Opposite Sex. \(City Attorney\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 6, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Public Hearing and Introduction of an Ordinance of the City Council of the City of National City Repealing Chapter 10.32 of Title 10 of the National City Municipal Code regarding Impersonating a Member of the Opposite Sex.

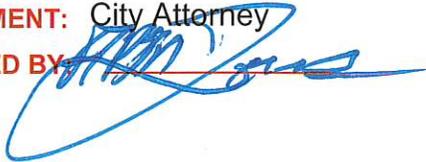
PREPARED BY: Angil P. Morris-Jones

PHONE: 619 336-4220

EXPLANATION:

Please see attached Staff Report

DEPARTMENT: City Attorney

APPROVED BY: 

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Introduce the Ordinance.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Proposed Ordinance



**CITY ATTORNEY OF NATIONAL CITY
STAFF REPORT**

DATE: October 6, 2020
TO: Mayor and City Councilmembers
FROM: Angil P. Morris-Jones, City Attorney
SUBJECT: An Ordinance Repealing Chapter 10.32 of the National City Municipal Code

Section 10.32.010 is entitled, Impersonating Members of the Opposite Sex and was adopted in 1966 as Ordinance No.1137. The section in question is unconstitutional and invalid under state law and same has not been used by law enforcement for years. National City is a general law City and therefore when the state's law changed such resulted in the section becoming unenforceable and invalid.

On September 19, 2020, the Mayor and Vice Mayor referred a matter to the City Attorney that had been brought to their attention by a National City resident. The local resident was upset that Municipal Code Section 10.32.010 had not been removed from the City's Municipal Code. It should be noted, that it is not unusual for a City that is over a hundred and thirty years old to find out that they have sections in their Municipal Code that have become invalid. Moreover, in California the state legislature enacts hundreds of new laws every year and the courts render decisions on state law that change or effect the validity of an ordinance that was valid when adopted but becomes invalid as a result of changes in state or case law. However, when such outdated or invalid law is brought to staff's attention same is presented to you for updating or in this case for repeal.

Therefore, please find attached a proposed ordinance that is entitled Ordinance of the City Council of National City Repealing Chapter 10.32 of Title 10 of the National City Municipal Code regarding Impersonating Members of the Opposite Sex. It is staff's recommendation that at your meeting on October 6, 2020, after first conducting a Public Hearing that the City Council introduce the Ordinance.

ORDINANCE NO. 2020 –

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
REPEALING CHAPTER 10.32 OF TITLE 10 OF THE NATIONAL CITY MUNICIPAL CODE
REGARDING IMPERSONATING A MEMBER OF THE OPPOSITE SEX**

WHEREAS, on September 19, 2020 staff received a referral regarding Chapter 10.32 of Title 10 the Municipal Code entitled, Impersonating Member of the Opposite Sex which was adopted by Ordinance 1137 in 1966 and has since become unconstitutional and invalid under state law; and

WHEREAS, the City of National City is a general law city and any city code that becomes invalid under state law is thereafter void and unenforceable as a city code.

NOW THEREFORE, the City Council of the City of National City does hereby ordain that Chapter 10.32 of Title 10 of the City of National City Municipal Code entitled Impersonating Member of the Opposite Sex is repealed in its entirety.

If any portion of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid, unenforceable or unconstitutional, by a court of competent jurisdiction, that portion shall be deemed severable, and such invalidity, unenforceability or unconstitutionality shall not affect the validity or enforceability of the remaining portions of the Ordinance, or its application to any other person or circumstance. The City Council of the City of National City hereby declares that it would have adopted each section, sentence, clause or phrase of this Ordinance, irrespective of the fact that any one or more other sections, sentences, clauses or phrases of the Ordinance be declared invalid, unenforceable or unconstitutional.

This ordinance shall take effect Thirty (30) days after its passage, and before the expiration of Fifteen (15) days after its passage a summary or the ordinance in its entirety shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the City of National City, State of California.

PASSED and ADOPTED this 20th day of October, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving the Fiscal Year 2019 Staffing for Adequate Fire and Emergency Response \(SAFER\) Hiring grant and the establishment of a Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budget in the amount totaling \\$1,518,729 for hiring five firefighters for the next three years. \(Fire\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 6, 2020

AGENDA ITEM NO. |

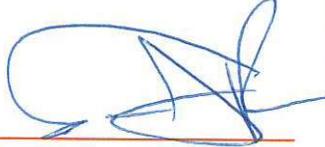
ITEM TITLE:

Resolution of the City Council of the City of National City approving the FY19 Staffing for Adequate Fire and Emergency Response (SAFER) Hiring grant and the establishment of Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budget in the amount totaling \$1,518,729 for hiring five firefighters for the next three years. (Fire)

PREPARED BY: Frank Parra

PHONE: 619-336-4551

DEPARTMENT: Fire

APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO. Ex. 282-412-954-* Rev. 282-12954-3498 \$1,518,729 **APPROVED:** _____ **MIS**

FY21-Fully Funded, FY22-Fully Funded, FY23-Fully Funded, and FY24-\$386,684; the total General Fund cost to the City does not materialize until the last 6 months of the program.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Adopt Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Explanation
FY19 SAFER Grant Award Notification Email
Resolution

EXPLANATION

(FY) 2019 Staffing for Adequate Fire and Emergency Response (SAFER) grant

The Fiscal Year (FY) 2019 Staffing for Adequate Fire and Emergency Response (SAFER) grant program is one of three grant programs that comprise the Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER program accomplishes this by providing funding directly to fire departments to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments.

On September 16, 2020, the City received notice of an award totaling \$1,518,729 for hiring five firefighters for the next three years. This grant program requires the City to accept the award within thirty (30) days from the date of award notification. The City would then be required to fill the awarded SAFER positions within a 180-day period after the date of award. This 180-day period is known as the "Recruitment Period." The grant award's period of performance (POP) starts after the Recruitment Period ends and lasts for a total of three years.

This opportunity is vital to maintain our current minimum staffing levels and continue the Squad program for an additional three years while we all anticipate an end to this Pandemic and the challenging Fiscal situation we find ourselves in. We will also continue to seek opportunities to develop a permanent station and associated community center at the current El Toyon location.

The five positions are hired as limited term but with current openings and expected retirements we know that our new five employees will have a long term place to work here in National City. The hope is that we will come out of this stronger and financially prepared to keep serving the public safety needs of our residents and visitors. The yearly cost to the City towards maintaining the SAFER positions over the three year period: FY21- Fully Funded, FY22-Fully Funded, FY23- Fully Funded, and FY24 - **\$386,684**; the total General Fund cost to the City does not materialize until the last 6 months of the program.

Walter Amedee

From: FEMA GO <no-reply@fema.dhs.gov>
Sent: Wednesday, September 16, 2020 4:00 AM
To: Ron Williams
Cc: Walter Amedee; Ron Williams
Subject: Award Notification (Application Number: EMW-2019-FF-01776)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Ron,

Congratulations! Your grant application submitted under the Grant Programs Directorate's Fiscal Year (FY) 2019 Staffing for Adequate Fire and Emergency Response (SAFER) has been approved for award.

Please use the FEMA GO system at <https://go.fema.gov> to accept or decline your award. Please note that you will have thirty (30) days from the date of this award notification to either accept or decline the award, and that the award must be accepted or declined by an Authorized Organization Representative (AOR) within the FEMA GO system. Instructions for registering within the system and becoming an AOR are available at <https://www.fema.gov/gmm-training-resources>.

Once you are in the system and made an AOR for your organization, your home page will be the first screen you see. You will see a section entitled My Grants. In this section, please select the award acceptance link for EMW-2019-FF-01776 under Fiscal Year (FY) 2019 Staffing for Adequate Fire and Emergency Response (SAFER). View your award package and indicate your acceptance or declination of award. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

If you have questions on using the FEMA GO system, please reach out to the FEMA Enterprise Service Desk (1-877-611-4700). For programmatic questions about your grant, please reach out to the AFG Helpdesk (firegrants@fema.dhs.gov / 1-866-274-0960).

Sincerely,

Grants Management Branch

Staffing for Adequate Fire and Emergency Response (SAFER)

Department of Homeland Security / FEMA

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE FISCAL YEAR 2019 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) HIRING GRANT AND THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATIONS AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT TOTALING \$1,518,729 FOR HIRING FIVE FIREFIGHTERS FOR THE NEXT THREE YEARS

WHEREAS, the Fiscal Year (“FY”) 2019 Staffing for Adequate Fire and Emergency Response (“SAFER”) grant program is one of three (3) grant programs that comprise the Department of Homeland Security (“DHS”), Federal Emergency Management Agency’s (“FEMA”) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards; and

WHEREAS, the SAFER program accomplishes this by providing funding directly to fire departments to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments; and

WHEREAS, on September 16, 2020, the City of National City (“City”) received notice of an award totaling \$1,518,729 for hiring five (5) firefighters for the next three (3) years; and

WHEREAS, this grant program requires the City to accept the award within thirty (30) days from the date of award notification; and

WHEREAS, the City would then be required to fill the awarded SAFER positions within a 180-day period after the date of award known as the “Recruitment Period”; and

WHEREAS, the grant award’s period of performance (“POP”) starts after the Recruitment Period ends and lasts for a total of three (3) years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City does hereby accept the Fiscal Year 2019 Staffing for Adequate Fire and Emergency Response (“SAFER”) Hiring grant.

BE IT FURTHER RESOLVED that the City Council of the City of National City does hereby authorize the establishment of Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budget in the amount totaling \$1,518,729 for hiring five firefighters for the next three years.

PASSED and ADOPTED this 6th day of October, 2020.

Alejandra Sotelo Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City waiving the bid process pursuant to Section 2.60.220\(d\) of the National City Municipal Code and authorizing the Mayor to execute a first amendment to the agreement with Azteca Systems LLC, extending the term for three years in the total not-to-exceed amount of \\$171,600.00 to purchase additional licensing and support for Cityworks Permitting, Licensing and Land \(PLL\) and Asset Management System \(AMS\) software platform. \(IT\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 6, 2020

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the bid process pursuant to section 2.60.220(d) of the National City Municipal Code and authorizing the Mayor to execute a first amendment to the agreement with Azteca Systems LLC, extending the term for three years in the total not-to-exceed amount of \$171,600.00 to purchase additional licensing and support for Cityworks Permitting, Licensing and Land (PLL) and Asset Management System (AMS) software platform.

PREPARED BY: Ron Williams *RW*

DEPARTMENT: City Manager's Office

PHONE: 619-336-4373

APPROVED BY: *A. Williams*

EXPLANATION:

The City of National City executed a contract on July 6, 2010 with Govpartner to implement Community Development Partner (CDP) permitting and land management software. This software provides a central software platform from which staff issues permits, manages inspections and code enforcement cases. In 2013, Cartegraph Systems Inc., a leading asset management company, acquired Govpartner to add CDP's permitting and land management capabilities to its application portfolio. Cartegraph has since changed course and discontinued further development or enhancement of CDP. Although the CDP permitting application is currently in use, it is at end-of-life and it must be replaced before the vendor discontinues support in the near future. After careful consideration and analysis, staff concluded that executing a contract with Centricity GIS to implement and integrate Cityworks Permitting, Licensing and Land and Asset Management Software is in the best interest of the City.

FINANCIAL STATEMENT:

APPROVED: *Walt R...* Finance

ACCOUNT NO.

APPROVED: *RW* IT

First year licensing and support cost (\$43,000) is budgeted in account 629-403-082-299-0000. Ongoing costs for year two (\$57,200), and year three (\$71,000) will be included in future budget appropriations.

ENVIRONMENTAL REVIEW:

This project is not subject to environmental review.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff recommends City Council waive the formal bidding requirements as allowed in Chapter 2.60.220(d) of the Municipal Code, and execute a first amendment to the agreement with Azteca Systems, LLC to purchase additional software licensing and support.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- Attachment 1: Background
- Attachment 2: Contract Amendment
- Attachment 3: City of National City Contract

National City Permitting, Licensing and Land / Asset Management System

Background

The City of National City executed a contract on July 6, 2010 with Govpartner to implement Community Development Partner (CDP) permitting, licensing and land management software system. This system provides a central software platform for the community development and engineering departments to issue permits, schedule inspections, regulate zoning, and manage code enforcement cases.

In 2013, Cartegraph Systems Inc., a leading asset management company, acquired Govpartner to add CDP's permitting and land management capabilities to its application portfolio. Cartegraph has since changed course and discontinued further development or enhancement of the CDP software application. This presented the City with a daunting obstacle to expanding its permitting, licensing and land management application platform to include an integrated asset management system component.

As the emerging need for an asset management system continued to grow within the engineering and public works department, staff developed a plan. The asset management system needed to provide the following:

- ability to create and manage work orders
- track and maintain assets (manholes, sewer mains, irrigation components, trees, facilities, heavy equipment, etc...)
- track resources required to fulfill work order requests

After careful consideration and analysis of various asset management systems, the City of National City entered into an agreement with Azteca Systems, LLC on September 15, 2019 to implement Cityworks Asset Management System (AMS).

The Cityworks Asset Management System is GIS-centric which means the application is based on Geographic Information Systems (GIS) mapping technology where asset and work order data are tracked via maps accessible from desktop computers in the office and mobile devices in the field. The City of National City's application portfolio included the required GIS platform (ESRI ArcGIS) upon which GIS-centric applications are based. Staff's desire to respond more effectively and efficiently to the public's needs elevated the priority of asset management system Integration with a permitting, licensing, and land management software system.

Although the CDP permitting, licensing and land management application is currently in use, it is incompatible with Cityworks AMS. It is also at end-of-life which means the vendor will discontinue software support in the near future. Staff recognized the urgent need to replace the CDP permitting and land management software application and developed a plan to address the following needs:

- high compatibility with Cityworks AMS

- cost effectiveness
- ability to increase Cityworks AMS licensing and support
- ability to begin implementation immediately and complete within twelve months

After careful consideration and analysis, staff is proposing that the execution of a first amendment to the agreement with Azteca Systems, LLC to purchase Cityworks Permitting, Licensing, Land Management / Asset Management System (PLL/ AMS) software platform with additional software licensing and support is in the best interest of the City for the following reasons:

- Cityworks PLL is the most compatible Permitting, Licensing, and Land application to integrate with Cityworks AMS because both software applications were developed by the same vendor on the same platform to seamlessly integrate.
- The proposal as presented is competitive and cost effective.
- Azteca Systems, LLC is the sole source provider of the Cityworks AMS software able to provide additional licensing as requested
- Utilizing a single vendor for the PLL and AMS application reduces the number of integrations required for the applications to communicate, thereby reducing the potential for introducing additional points of failure.

Costs

The following costs are proposed by Azteca Systems, LLC for annual licensing and support for three years.

Year	Services	Total
1	Cityworks PLL / AMS Licensing/Support	\$43,000
2	Cityworks PLL / AMS Licensing/Support	\$57,200
3	Cityworks PLL / AMS Licensing/Support	\$71,400
		\$171,600

Staff Recommendation

Staff recommends City Council waive the formal bidding requirements as allowed in Chapter 2.60.220(d) of the Municipal Code, and execute a first amendment to the agreement with Azteca System, LLC to purchase Cityworks Permitting, Licensing, Land Management / Asset Management System (PLL/ AMS) software platform with additional software licensing and support.

**FIRST AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
AZTECA SYSTEMS, LLC
DBA CITYWORKS®**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 6th day of October, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and AZTECA SYSTEMS, LLC BBA CITYWORKS.

RECITALS

WHEREAS, Azteca Systems and the City entered into an Agreement (“Agreement”) on or about the 15th day of September 2019 in which Exhibit B of said Agreement contained the Cityworks Software License Agreement (“License Agreement”); and

WHEREAS, the License Agreement provides to the City certain software provided by Azteca Systems and provides maintenance and support by Azteca Systems for the payment of fees by City, as set forth in the Agreement; and

WHEREAS, the City desires to add additional Cityworks® Software Products and add three (3) additional annual Support Periods to the License Agreement; and

WHEREAS, the software being licensed and the support periods in the License Agreement were set to expire on October 31, 2020; and

WHEREAS, the City and Azteca Systems desire to extend the Software products being licensed and the three (3) support annual periods under the License Agreement for the additional software products to be licensed.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained in this First Amendment to Agreement both parties agree to amend the (“Agreement”) between the **City of National City and (“City”)** and **Azteca Systems, LLC**, hereafter referred to as “Azteca Systems” dated on or about September 15, 2019, as stated herein. Through this Amendment, Azteca Systems and the City have agreed to amend the terms and conditions of the Agreement, specifically the Software License and Maintenance Agreement (Exhibit B of the Agreement) as follows:

1. Paragraph 1 below of Addendum #1 of the Software License Agreement (Exhibit B of the Agreement) “PRODUCT LICENSING” is hereby amended to read as follows:

1. **Licensed Software:**

Workgroup Server AMS Standard 17 Named Logins for:

Office
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Web Hooks
Citizen Engagement API
Local Government Templates (LGT)
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners.

Server PLL Custom Cityworks Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

eURL
Workload
Public Access Portal

Annual fee herein is based on a 50,001 - 100,000 population range

Additional Software Products & Licenses: Additional Software Products & licenses may be added to this License Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable being paid.

2. Paragraph 4 below of Addendum #1 of the License Agreement (Exhibit B of the Agreement) "PRODUCT LICENSING" is hereby amended to read as follows:

4. **Schedule of Payments and Fees under License and Maintenance Agreement**

Support Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	11/01/2020 – 10/31/2021	\$43,000.00
Period 2	11/01/2021 – 10/31/2022	\$57,200.00
Period 3	11/01/2022 – 10/31/2023	\$71,400.00

The parties further agree all other terms and condition of the Agreement and License Agreement except as specifically modified by this First Amendment to the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement to be effective, valid, and binding upon the parties as of the date and year first above written.

Accepted and Agreed

CITY OF NATIONAL CITY (LICENSEE)

AZTECA SYSTEM, LLC

By: _____
Alejandra Sotelo-Solis, Mayor

By: Brian L. Haslam
Print Name: Brian L. Haslam
Title: President-CEO

APPROVED AS TO FORM:

By: _____
Angil P. Morris-Jones, City Attorney

Public Access Portal

Annual fee herein is based on 50,001 - 100,000 population range.

*Cityworks AMS and PLL Software Bundle

Total Annual fee for all products is \$71,400.

11/1/2020 – 10/31/2021 - \$43,000 (40% discount)

11/1/2021 – 10/31/2022 - \$57,200 (20% discount)

11/1/2022 – 10/31/2023 - \$71,400

Terms and Conditions

Payment Terms

Payment due within 30 days

Authorized to Invoice 30 days prior to renewal.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the "Cityworks Software License Agreement" and any and all addendums or amendments thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of National City
c/o Risk Manager
1243 National City Blvd
National City, CA 91950-4397

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
AZTECA SYSTEMS, LLC
DBA CITYWORKS**

THIS AGREEMENT is entered into on this 15th day of September, 2019, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and AZTECA SYSTEMS, LLC, a Delaware limited liability company dba "CITYWORKS", (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide a web based system to create and manage service requests and work orders for the CITY's infrastructure assets.

WHEREAS, the CITY has determined that the CONTRACTOR is a provider of web based asset management products and services required to meet the City's asset management needs and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to provide a web based program to create and manage service requests and work orders, and technical support, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services shall be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on September 15, 2019. The duration of this Agreement is for the period of September 15, 2019 through June 16, 2020. Completion dates or time durations for the Scope of Services for the project are set forth in Exhibit "A". The Parties may exercise up to three one-year extensions for the Software products in Exhibit "B", according to the terms of Exhibit "B". Any extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth on page 1 in the attached Exhibit "A".

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings specified in Exhibit "A" to keep staff and City Council advised of the progress on the project. Attached hereto, marked as Exhibit "B" is the License and Maintenance Agreement. Exhibit "B" is not considered part of the "Scope of Services" but is attached for reference. For purposes of clarity, the Scope of Services is listed on

page 1 of Exhibit "A" and involves the installation and configuration services for the Cityworks® software products listed on page 3 of Exhibit "A". Installation and configuration of the services are part of the Scope of Services in Exhibit "A", to which this Agreement applies. Cityworks software products are licensed and governed by the terms of Exhibit "B".

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Roberto Yano, Assistant City Engineer hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Punarvasu Pillalamarri, Regional Sales Manager, Western US, thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$54,600. The compensation for the CONTRACTOR'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY. Invoices for the Software Products licensed in Exhibit "B", are billed annually prior to the start of each annual period according to the terms of Exhibit "B".

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the Scope of Services performed and the manner of performance, the acceptable completion of Scope of Services to be performed under this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR for the Scope of Services in this Agreement, the CITY or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR.

7. **RESERVED.**

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint ventures' with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT'S obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONTRACTOR and each of its SUBCONTRACTOR(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONTRACTOR must promptly produce a copy of any such license, permit, or approval to CITY upon request if such permit, license or approval is legally required. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

12. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.

13. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, cyber-related risks that include theft, loss or misuse of data, release of private information and responsibility for costs, regulatory fines and penalties as well as credit monitoring expenses, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the

CONTRACTOR'S performance of the Scope of Services. The limits of liability for indemnification of the Scope of Services described in this Agreement shall not exceed limits of CONTRACTOR'S policies of insurance described in Section 18. Cityworks software products and services licensed under Exhibit "B" are otherwise governed by and subject to the terms of Exhibit "B". CITY will cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations for the Scope of Services contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. EMPLOYEE PAYMENTS AND INDEMNIFICATION.

A. **PERS Eligibility Indemnification.** If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

B. **Limitation of CITY Liability.** The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

C. **Indemnification for Employee Payments.** CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. WORKERS' COMPENSATION. The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold

harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

18. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONTRACTOR has no employees subject to the California Workers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.

E. **Technology Professional Liability Errors and Omissions Insurance** appropriate to the CONTRACTOR'S profession and work hereunder, with limits not less than \$5,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The Policy shall include, or be endorsed to include, *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the CITY in the care, custody, or control of the CONTRACTOR. If not covered under the CONTRACTOR'S liability policy, such "property" coverage of the CITY may be endorsed onto the CONTRACTOR'S Cyber Liability Policy as covered property as follows:

1) Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the CITY that will be in the care, custody, or control of CONTRACTOR.

F. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate and coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and Coverage shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall name the CITY, its officers, officials, employees, and volunteers as additional insureds on the Cyber Liability policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations.

G. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection H below, of cancellation or material change.

H. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

I. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
C/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

J. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

K. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

L. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

M. If the CONTRACTOR maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

A. This Agreement, for the Services set forth in Exhibit A, may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. Termination of the Cityworks Products License shall be governed by the Terms of Exhibit B.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like

facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Roberto Yano
Assistant City Engineer
Engineering and Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONTRACTOR:
Punarvasu Pillalamarri
Regional Sales Manager-Western US
Azteca Systems, LLC dba Cityworks
11075 South State, Suite 24
Sandy, UT 84070

With a copy to:
Azteca Systems Legal Department
11075 S. State, Suite 24
Sandy, UT 84070

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS. During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests' conflict in any way with those of the City of National City. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONTRACTOR.

22. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720,1720.2, 1720.3, 1720.4, and 1771. Contractor is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. **ADMINISTRATIVE PROVISIONS.**

A. ***Computation of Time Periods.*** If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. ***Counterparts.*** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. ***Captions.*** Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. ***No Obligations to Third Parties.*** Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. ***Exhibits and Schedules.*** The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. ***Amendment to this Agreement.*** The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. ***Assignment & Assumption of Rights.*** CONTRACTOR shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY, which consent shall not be unreasonably withheld.

H. ***Waiver.*** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. ***Applicable Law.*** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. ***Audit.*** If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. ***Entire Agreement.*** This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. ***Successors and Assigns.*** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. **Subcontractors or Subcontractors.** The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

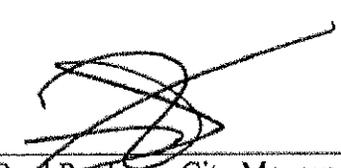
N. **Construction.** The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

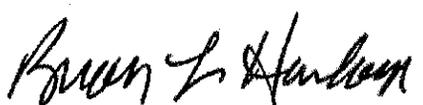
CITY OF NATIONAL CITY

**AZTECA SYSTEMS, LLC, A DELAWARE
LIMITED LIABILITY COMPANY,
DBA "CITYWORKS"**

By: _____


Brad Raulston, City Manager

By: _____


(Name)

Brian L. Haslam
(Print)

President - CEO
(Title)

APPROVED AS TO FORM:

Angil R. Morris-Jones
City Attorney

By: _____


Roberto M. Contreras
Deputy City Attorney



Name: _____ **Quote#:** Q8762
Organization: National City, CA **By:** Horton
Purpose: Implementation of Azteca's Cityworks Server AMS **Date:** 1/8/19

Item	Description	Qty	Unit Price	Cost
	Azteca Systems LLC will provide the services for a Jumpstart implementation of Cityworks Server AMS for the National City, CA to create and manage service requests and work orders for the organization's infrastructure assets. This effort will be comprised of the following:			
1	Remote Installation of Cityworks Server AMS Software and Database: A remote web-conference will be held to install the Cityworks Server software and database in the organization's environment. In advance of this meeting, the organization will have prepared the hardware with the requisite 3rd party software as described on the hardware specifications page on mycityworks.com. The plan for formatting and processing the GIS layers for use in Cityworks will be reviewed, and a configuration guide that outlines the workflow data needed to configure Cityworks will be provided. Note: Requires Esri 10.3, 10.3.1, 10.4, 10.4.1, 10.5, 10.5.1, or 10.6	1.00	1,600.00	1,600.00
2	On-Site Workflow Review Meeting (2 days): An on-site kickoff meeting will be held to collect all the information about the organization's workflows that will be input into Cityworks. Configuration to include: up to 30 work order, 30 service request, and 5 custom inspection types for one domain with up to 5 security groups. Configuration also includes employee, material, equipment lists and basic print templates. Cityworks provides an intuitive and robust ad-hoc reporting engine, and preconfigured reports are available on mycityworks.com. Should the organization desire customized reports, a separate quote will be provided. The organization shall configure/provide the map services that will be used in conjunction with Cityworks	2.00	2,200.00	4,400.00
3	Initial Cityworks Database Configuration (Azteca's offices): Azteca will configure the Cityworks database with the work order, service request, and custom inspection types collected in the Workflow meeting. This task will take place at Azteca's offices.	1.00	9,600.00	9,600.00
4	On-site Installation and Review of Configured Database (1 day): Azteca will install and provide the organization with a review of the configured database. If the organization desires changes, they can be made on the spot. If the effort to make additional changes exceeds the time for allocated for this task, hours from task 7 will be used. [NOTE: This task to be combined with Task 5.]	1.00	2,200.00	2,200.00
5	On-site Admin User Training (2 days): Azteca will supply 1 trainer to conduct Designer and Server AMS Admin Training to the organization's Administrators. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. Class size to be no more than 6 students plus the instructor. Additional students not allowed.	2.00	2,200.00	4,400.00
6	On-site End User Training (2 days): Azteca will supply 1 trainer to conduct "train-the-trainer" style training. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. Coming into training, the users will need to possess basic functional knowledge of Personal Computers. Class size to be no more than 5 students plus the instructor. Additional students not allowed.	2.00	2,200.00	4,400.00
7	Up to 5 ad-hoc remote hours: Provided during or after the implementation as needed to answer any questions or to supply support on technical implementation matters.	5.00	200.00	1,000.00
TOTAL:				27,600.00

Notes:

1. This firm-fixed price-quote is valid for 60 days.
2. Price-quote includes travel expenses where applicable.
3. The Client shall provide and have operational all 3rd party software required for this implementation.
4. The Client shall provide and have operational all hardware needed to support this implementation and shall match the specifications on MyCityworks.com.
5. Installation, configuration, deployment and management of all 3rd party software and hardware associated with this effort is the responsibility of the Client.
6. Tasks are invoiced upon completion. Payment of Invoices is expected in full no later than 30 days past the date of the Invoice.
7. Remote hours are invoiced at a minimum 1/2 hour and every 15 minutes thereafter. Payment of Invoices is in full no later than 30 days past the date of the Invoice.



Quote Number Q-06510-1
 Created Date 1/8/2019
 Expiration Date 4/7/2019

Contact Information

Contact Name: Prepared By Emily Davies
 Name:
 Organization: National City (CA), City of Prepared By (801) 617-8366
 Phone:
 Contact Address: 2100 Hoover Ave Prepared By adavias@cityworks.com
 National City, CA Email:
 91950-6530

Quote Lines

Product Name	Quantity/Population	Net Unit Price
Server AMS Standard Workgroup Starter 5-Pack	1	\$9,000
TOTAL:		\$9,000.00

Notes

Year 1 Dollar Value	\$9,000.00	Year 1 Date Range	Year 1
Year 2 Dollar Value		Year 2 Date Range	
Year 3 Dollar Value		Year 3 Date Range	

Quote Notes:

Workgroup Server AMS Standard 5 Named Logins for:
 Office
 Respond
 Mobile Native Apps (for IOS/Android)

--Includes the following Add-ons:

Web Hooks
 Local Government Templates (LGT)
 Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Renewal fee in the amount of \$9,000.00 due one year after initial purchase.

Terms and Conditions

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the "Cityworks Software License Agreement" and any and all addendums or amendments thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Payment Terms

Not thirty (30) days.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

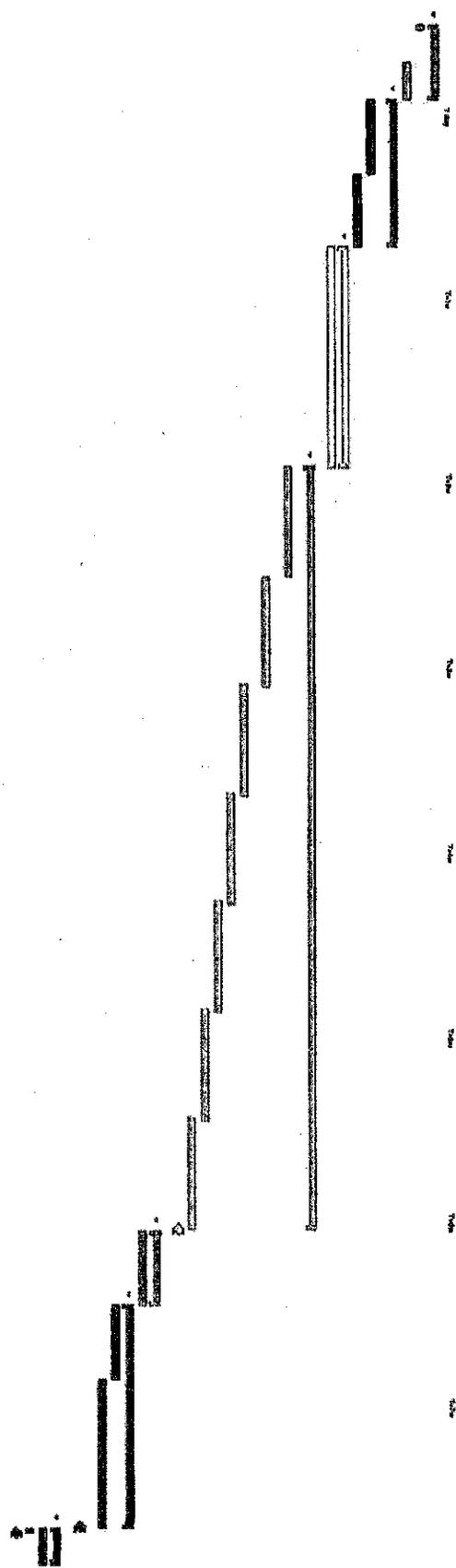
These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

AZTECA SYSTEMS, LLC. COPYRIGHT 1995 - 2018

Azteca Systems LLC 11075 | South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

Azteca Systems LLC 11075 | South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

ID	Item	Material	Quantity	Unit
1	1.17	1.17	1	1
2	1.18	1.18	1	1
3	1.19	1.19	1	1
4	1.20	1.20	1	1
5	1.21	1.21	1	1
6	1.22	1.22	1	1
7	1.23	1.23	1	1
8	1.24	1.24	1	1
9	1.25	1.25	1	1
10	1.26	1.26	1	1
11	1.27	1.27	1	1
12	1.28	1.28	1	1
13	1.29	1.29	1	1
14	1.30	1.30	1	1
15	1.31	1.31	1	1
16	1.32	1.32	1	1
17	1.33	1.33	1	1
18	1.34	1.34	1	1
19	1.35	1.35	1	1
20	1.36	1.36	1	1
21	1.37	1.37	1	1
22	1.38	1.38	1	1
23	1.39	1.39	1	1
24	1.40	1.40	1	1
25	1.41	1.41	1	1
26	1.42	1.42	1	1
27	1.43	1.43	1	1
28	1.44	1.44	1	1
29	1.45	1.45	1	1
30	1.46	1.46	1	1
31	1.47	1.47	1	1
32	1.48	1.48	1	1
33	1.49	1.49	1	1
34	1.50	1.50	1	1
35	1.51	1.51	1	1
36	1.52	1.52	1	1
37	1.53	1.53	1	1
38	1.54	1.54	1	1
39	1.55	1.55	1	1
40	1.56	1.56	1	1
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43	1.59	1.59	1	1
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47	1.63	1.63	1	1
48	1.64	1.64	1	1
49	1.65	1.65	1	1
50	1.66	1.66	1	1
51	1.67	1.67	1	1
52	1.68	1.68	1	1
53	1.69	1.69	1	1
54	1.70	1.70	1	1
55	1.71	1.71	1	1
56	1.72	1.72	1	1
57	1.73	1.73	1	1
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59	1.75	1.75	1	1
60	1.76	1.76	1	1
61	1.77	1.77	1	1
62	1.78	1.78	1	1
63	1.79	1.79	1	1
64	1.80	1.80	1	1
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66	1.82	1.82	1	1
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69	1.85	1.85	1	1
70	1.86	1.86	1	1
71	1.87	1.87	1	1
72	1.88	1.88	1	1
73	1.89	1.89	1	1
74	1.90	1.90	1	1
75	1.91	1.91	1	1
76	1.92	1.92	1	1
77	1.93	1.93	1	1
78	1.94	1.94	1	1
79	1.95	1.95	1	1
80	1.96	1.96	1	1
81	1.97	1.97	1	1
82	1.98	1.98	1	1
83	1.99	1.99	1	1
84	2.00	2.00	1	1



CITYWORKS® LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement made by and between Azteca Systems, LLC ("Azteca Systems") a Delaware limited liability company, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA and National City, California, using certain of Azteca Systems Licensed Products hereinafter referred to as "Licensee." This Agreement is effective immediately upon delivery of Licensed Products (the "Effective Date").

Azteca Systems Products are licensed under the terms and conditions of the Agreement. This agreement, when executed by the licensee named below ("Licensee") and Azteca Systems, LLC (Azteca Systems), as licensor of the Software, Online, Services, and Documentation licensed under the License Agreement, will supersede any previous Agreements including the License Agreement presented in the installation process requiring acceptance by electronic acknowledgement and will constitute a signed License Agreement.

This signed Agreement includes (i) this License and Maintenance Agreement, (ii) Addendum #1 -- Product Licensing, (iii) Addendum #2 -- Standard Maintenance and Support and (iv) Addendum #3 -- Third Party Contractor Acknowledgment.

This signed Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

ARTICLE 1—DEFINITIONS

1.1 **Definitions.** The terms used are defined as follows:

- a. "Agreement" means this Software License Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.
- d. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- e. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- f. "Deployment Server License" means a license that, in addition to providing staging server License rights, authorizes Licensee to install and use the Software for deployment in Licensee's internal use.
- g. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
- h. "Documentation" means all user reference documentation that is delivered with the Software.
- i. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by, or use of the Licensed Products in the provisions of services to, Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.
- j. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified as specified in Addendum #1

attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software, Online Services, and Documentation licensed under the terms of this license Agreement.

- k. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- l. "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks software and data, and other information.
- m. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- n. "Preview" means any alpha, beta, or prerelease Product.
- o. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- p. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- q. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, updates, upgrades, and service packs.
- r. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
- s. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Azteca Systems and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. This Agreement does not transfer ownership rights of any description in the Software, materials, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Azteca Systems and its third-party licensors reserve all rights not specifically granted in this Agreement including the right to change and improve Products.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; and (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) Licenses. Licensee may allow Third Party Contractors to access and use the licensed Software, provided Licensee and Third Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third Party Contractor Acknowledgment (if applicable) collectively, are incorporated in this Agreement.

- a. *Software.* Use and License for specific Software products are set forth in Addendum 1 - Product Licensing Addendum, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum 2, - Standard Maintenance and Support which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum #3, which is incorporated by reference.

3.2 Preview Release Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca or distributor maintenance.

3.3 Special Use Programs. If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca's website in addition to the non-conflicting terms of this Agreement. All such program terms are incorporated herein by reference.

3.4 Delivery. Unless otherwise requested by Licensee, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Property by electronic download and a license key to activate the Licensed Property.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. For Products delivered to Licensee, Licensee may:
 1. Install and store Products on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
 4. Move the Software in the licensed configuration to a replacement Server.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright data(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca. Licensee shall be solely responsible for compliance by Third Party Consultants and Contractors with this License Agreement and shall ensure that the Third Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Redistribute Authorization Codes;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including

- intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
 - k. Separate from the licensed use of APIs, Licensee may not unbundle or independently use individual or component parts of the Products, Software, or Online Services;
 - l. Unbundle or independently use the individual or component parts of Software or Online Services;
 - m. Incorporate any portion of the Software into a product or service that competes with the Software;
 - n. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
 - o. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

5.1. This License Agreement is effective upon date and signature of Licensee below. The initial term of this License Agreement will begin upon the dates set forth in Addendum 1 and provided the fees are paid. This License agreement and its maintenance provisions may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum 1.

5.2. Either party may terminate this License Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

5.3. Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days' written notice prior to the end of the current Term Maintenance Period.

5.4. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

5.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

5.6. If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance and support services rendered or products and software received and accepted prior to the effective date of termination.

5.7. If this Agreement is terminated under section 5.3 or 5.4 above, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then for no additional charge to Licensee and at Licensee's option either grant a license to the Licensee, for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

5.8. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

6.2 Special Disclaimer. CONTENT, DATA, SAMPLES, NEW VERSIONS, HOT FIXES, PATCHES, SERVICE PACKS, UPDATES, UPGRADES, AND ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION, TEST AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AZTECA SYSTEMS DOES NOT WARRANT THAT PRODUCTS, MAINTENANCE OR ANY TECHNICAL SUPPORT SERVICES PROVIDED HEREIN WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Azteca Systems' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Azteca Systems Maintenance Services and Support Addendum; or (iii) return of the license fees paid by Licensee for the current period, prorated for the current period, for Software or Online Services that do not meet Azteca Systems limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

6.6 If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure delivery of parts, supplies, services, or power; war, threat of actual terrorist act, cyberattack, or other violence; any law order, proclamation, regulation, ordinance, or demand; or any condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention interference, or restriction.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. AZTECA SYSTEMS, ITS AUTHORIZED DISTRIBUTOR (IF ANY), AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL,

INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AND MAINTENANCE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT AZTECA SYSTEMS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF AZTECA SYSTEMS AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE DURING THE CURRENT MAINTENANCE AND SUPPORT PERIOD, FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Azteca Systems. The parties agree that Azteca Systems has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. AZTECA SYSTEMS DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Azteca Systems shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out any claims, actions, or demands by a third party legally alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided:

- a. Licensee promptly notifies Azteca Systems in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Azteca Systems has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Azteca Systems' request and expense.

8.2 If Software or Online Services are found to infringe a US patent, copyright, or trademark, Azteca Systems, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Azteca Systems any infringing item(s). Azteca Systems entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and refund the unused portion of fees paid, prorated for the current maintenance and support period.

8.3 Azteca Systems shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Azteca Systems or specified by Azteca Systems in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Azteca Systems or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Azteca Systems for avoiding infringement or use after a return is ordered by Azteca Systems under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF AZTECA SYSTEMS WITH RESPECT TO

INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. New or updated Products and subscription renewals will be licensed under the then-current Azteca Systems license terms and conditions included with the deliverable Products.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this License Agreement.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement, and the provisions of section 4.1 of Addendum 2, shall survive the expiration or termination of this License and Maintenance Agreement.

9.8 Equitable Relief. Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

9.9 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10 Governing Law, Disputes, and Arbitration. This License Agreement shall be governed by and construed in accordance with the laws of the State of Utah without reference to conflict of laws principles, except that US

federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof shall be resolved in the following order:

- *Consultation and negotiation in good faith and a spirit of mutual cooperation;*
- Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;
- If the matter cannot be settled through negotiation or mediation, then it shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a US government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9.11 Maintenance. Maintenance for qualifying Software consists of updates and other benefits, such as access to technical support, are provided during the Term of Use. Maintenance is specified as set forth in Addendum #2.

9.12 Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Cityworks Software or Products, and any related intellectual property, are owned by Azteca Systems.

9.13 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

9.14 Entire Agreement. This License Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, LLC

By: 

Name: Brian L. Haslam

Title: President - CEO

Date: 09/27/2019

NATIONAL CITY, CALIFORNIA - (LICENSEE)

By: 

Name: BRAD PAULSTON

Title: CITY MANAGER

Date: 10/3/19

ADDENDUM #1

PRODUCT LICENSING

1. Licensed Software:

Workgroup Server AMS Standard 5 Named Logins for:
Office
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:
Web Hooks
Local Government Templates (LGT)
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Additional Software Products & Licenses: Additional Software Products & licenses may be added to this License Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable being paid.

2. Notices & Licensee Information: Until or unless otherwise, modified, all notices relevant to this agreement shall be sent to the following address:

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	National City 1243 National City Blvd National City, CA 91950
	Attn: Roberto Yano
	E-mail: ryano@nationalcityca.gov
	Phone: 619.336.4380

3. Delivery Date/Effective Date of Software

MM/DD/YYYY
06/17/2019

4. Schedule of Payments and Fees under License and Maintenance Agreement

Support Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	06/17/2019 -- 06/16/2020	\$9,000.00

5. Additional

Updates to the above licensed software means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

ADDENDUM #2

STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca, Systems, LLC. Maintenance and Support are provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support Services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

1.1. Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- (a) **Software Updates.** Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance Term/Period. Updates and Upgrades may also include new versions;
- (b) Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- (c) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.3 The following items, among others, however, are specifically excluded as support services under this section of this Maintenance and Support:

- (a) Support for applying or installing upgrades and service packs;
- (b) Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- (c) Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) Licensee Data debugging and/or correcting;
- (e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;
- (f) Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;
- (g) Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- (h) Questions such as configuration, implementation and walk-throughs.

1.4 Support Periods are renewable unless terminated as provided in Section 3 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based (www.MyCityworks.com) and after hours support as set forth in Section 1 of this Addendum.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum 1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

2. PROCEDURES FOR ACCESSING SUPPORT:

2.1. All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outline in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEEES

3.1. License, Maintenance and Support Services herein are included in the payment of annual fees as set forth in Addendum #1, and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1, and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum 1 subsequent to first year of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than ninety (90) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MISCELLANEOUS

4.1. **Data Confidentiality Statement:** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

4.2. **No Implied Waivers:** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

ADDENDUM #3

THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee (National City, CA) engages any Third Party Contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by any third party is solely for Licensee's benefit;
2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the License and Maintenance Agreement;
3. Before accessing the Licensed Products, the Third Party Contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products, as if such actions or omissions were the Licensee's;
5. Upon expiration or termination of this License Agreement, the rights of usage to any Third Party Contractor shall immediately terminate;
6. Use of the Software by such Third Party Contractors on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;
7. Any breach of this Agreement by any Third Party Contractor(s) will be deemed to be a breach by Licensee;
8. Licensee will ensure that Third Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and
9. Any Third Party Contractor must sign a copy of this Addendum acknowledging that it has a copy of the License Agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this Addendum for every Third Party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third-Party Contractor acknowledges acceptance by signing below, and providing a copy to Azteca Systems at contracts@cityworks.com.

Third Party Contractor Name (Print)

By: _____
Authorized Signature

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Buckner Company 6550 South Millrock Dr. Suite #300 Salt Lake City UT 84121-		CONTACT NAME: Amy LaFond PHONE (A/C, No, Ext): 801-937-6716 FAX (A/C, No): 801-365-0808 E-MAIL ADDRESS: alafond@bucker.com	
INSURED Azteca Systems, LLC 11075 South State #24 Sandy UT 84070		INSURER(S) AFFORDING COVERAGE INSURER A: The Continental Insurance Company NAIC # 35289 INSURER B: Valley Forge Insurance Company 20508 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 253315629 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> TECH E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		6072329331	9/3/2019	9/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 TECH E&O \$ 5,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		6072329328	9/3/2019	9/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6072329362	9/3/2019	9/3/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		6072329345	9/3/2019	9/3/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber Liability		6072329331	9/3/2019	9/3/2020	Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TECH E&O/Media/Info Risk Deductible \$10,000

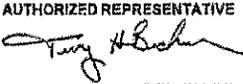
Workers Compensation Policy applies for the Following States: UT, CO, FL, IN, MO, NY, NC, OR, PA, TX, VA, WI, AL, MA

When applicable - Additional Insured applies per the General Liability form CNA74872XX (01-15) and the Auto Liability form CNA83700XX (10-15). Coverage is Primary and Non-Contributory per form CNA74872XX (01-15). Waiver of Subrogation for the General Liability, Auto Liability and Workers Compensation applies per forms CNA74872XX (01-15), CNA83700XX (10-15) and WC420304B (06-14). Please review forms to ensure they satisfy your requirements.

Workers Compensation Waiver of Subrogation applies for the following States: UT
See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of National City c/o Risk Manager 1243 National City Boulevard National City CA 91950-4397	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY The Buckner Company		NAMED INSURED Azteca Systems, LLC 11075 South State #24 Sandy UT 84070	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following are Additional Insureds per the attached forms (Please review forms to ensure they satisfy your requirements): The City of National City, its elected officials, officers, agents, employees and volunteers



EXTENDED COVERAGE - BA PLUS - FOR HIRED AND NON-OWNED AUTOS

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

TABLE OF CONTENTS	
I.	AMENDMENTS TO LIABILITY COVERAGE
A.	Who Is An Insured
1.	Majority Owned Corporations
2.	Newly Acquired Organizations
3.	Additional Insureds Required By Written Contracts
4.	Employee-Hired Autos
B.	Increased Loss of Earnings Allowance
C.	Fellow Employee Coverage
II.	AMENDMENTS TO PHYSICAL DAMAGE COVERAGE
A.	Increased Loss of Use Expense
B.	Broadened Electronic Equipment Coverage
III.	AMENDMENTS TO BUSINESS AUTO CONDITIONS
A.	Knowledge of Accident or Loss
B.	Knowledge of Documents
C.	Waiver of Subrogation
D.	Unintentional Failure To Disclose Hazards
E.	Primary and Non-Contributory When Required By Contract
IV.	AMENDMENTS TO DEFINITIONS
A.	Broadened Bodily Injury

I. AMENDMENTS TO LIABILITY COVERAGE

A. Amendments to Who Is An Insured

Under **SECTION II -- COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Who Is An Insured** is amended to add the following:

1. Majority Owned Corporations

Any incorporated entity in which you own a majority of the voting stock on the inception date of this Coverage Form is an insured, but only if such entity is not an insured under any other liability "policy" that provides auto coverage.

2. Newly Acquired Organizations

Form No: CNA83700XX (10-2015)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 5; Page: 1 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6072329328

Policy Effective Date: 09/03/2018

Policy Page: 37 of 47

Any organization you newly acquire or form during the policy period, other than a limited liability company, partnership or joint venture, and in which you maintain majority ownership interest is an **insured**, but only if such organization is not an **insured** under any other liability "policy" that provides **auto** coverage. The insurance afforded by this provision:

- a. Is effective on the date of acquisition or formation of the organization, and applies until:
 - (1) The end of the policy period of this Coverage Form; or
 - (2) The next anniversary of this Coverage Form's inception date, whichever is earlier; and
- b. Does not apply to **bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization.

3. Additional Insureds Required By Written Contract

Any person or organization that you are required by written contract to make an additional insured under this insurance is an **insured**, but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an **insured** for Liability Coverage under **SECTION II - WHO IS AN INSURED** of this Coverage Form.

4. Employee-Hired Autos

Any **employee** of yours is an **insured** while operating with your permission an **auto** hired or rented under a contract in that **employee's** name, while performing duties related to the conduct of your business.

With respect to provisions **A.1.** and **A.2.** above, "policy" includes those policies that were in force on the inception date of this Coverage Form, but:

- i. Which are no longer in force; or
- ii. Whose limits have been exhausted.

B. Increased Loss of Earnings Allowance

Under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Supplementary Payment** subparagraph (4) to delete the \$250. a day limit for loss of earnings and replace it with a \$500. a day limit.

C. Fellow Employee Coverage

Under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Fellow Employee**.

II. AMENDMENTS TO PHYSICAL DAMAGE COVERAGE

A. Increased Loss of Use Expense

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Loss of Use Expenses** to delete the maximum of \$600., and replace it with a maximum of \$800.

B. Broadened Electronic Equipment Coverage

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Exclusions** is amended to delete paragraphs **5.a** through **5.d.** in their entirety, and replace them with the following:

5. Exclusions **4.c.** and **4.d.** above do not apply to **loss** to any electronic equipment that at the time of **loss** is:

Form No: CNA83700XX (10-2015)

Endorsement Effective Date:

Endorsement No: 5; Page: 2 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6072329328

Policy Effective Date: 09/03/2018

Policy Page: 38 of 47



- a. Permanently installed in or upon a covered auto, nor to such equipment's antennas or other accessories used with such equipment. A \$100 deductible applies to this provision, and supersedes any otherwise applicable deductible; or
- b. Designed to be operated solely by use of the power from the auto's electrical system and is:
 - (1) Removable from a housing unit which is permanently installed in or upon the covered auto;
 - (2) An integral part of the same unit housing any electronic equipment described in paragraphs a. or b.(1) above; or
 - (3) Necessary for the normal operation of the covered auto or the monitoring of the covered auto's operating system.

III. AMENDMENTS TO BUSINESS AUTO CONDITIONS

A. Knowledge of Accident or Loss

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph a.(4):

- (4) If your **employees** know of an **accident** or **loss**, this will not mean that you have such knowledge until such **accident** or **loss** is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

B. Knowledge of Documents

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph b.(6):

- (6) If your **employees** know of documents concerning a claim or suit, this will not mean that you have such knowledge until such documents are known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

C. Waiver of Subrogation

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an accident or loss.

D. Unintentional Failure To Disclose Hazards

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Concealment, Misrepresentation or Fraud** is amended to add the following:

Your failure to disclose all hazards existing on the inception date of this Coverage Form shall not prejudice you with respect to the coverage provided by this insurance, provided such failure or omission is not intentional.

E. Primary and Non-Contributory When Required By Contract

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Other Insurance** is amended to add the following:

Form No: CNA83700XX (10-2016)

Endorsement Effective Date:

Endorsement No: 5; Page: 3 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6072329328

Policy Effective Date: 09/03/2018

Policy Page: 39 of 47



Notwithstanding provisions 5.a. through 5.d. above, the coverage provided by this Coverage Form shall be on a primary and non-contributory basis when required to be so by a written contract entered into prior to **accident or loss**.

IV. AMENDMENTS TO DEFINITIONS

A. Broadened Bodily Injury

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, mental anguish or mental injury sustained by that person which results as a consequence of the physical injury, sickness or disease.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA83700XX (10-2015)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 5; Page: 4 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6072329328

Policy Effective Date: 09/03/2018

Policy Page: 40 of 47



Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury - Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Estates, Legal Representatives and Spouses
7. Expected Or Intended Injury - Exception for Reasonable Force
8. In Rem Actions
9. Incidental Health Care Malpractice Coverage
10. Joint Ventures/Partnership/Limited Liability Companies
11. Legal Liability - Damage To Premises
12. Medical Payments
13. Non-owned Aircraft Coverage
14. Non-owned Watercraft
15. Personal And Advertising Injury - Discrimination or Humiliation
16. Personal And Advertising Injury - Limited Contractual Liability
17. Property Damage - Elevators
18. Supplementary Payments
19. Property Damage - Patterns, Molds and Dies
20. Unintentional Failure To Disclose Hazards
21. Waiver of Subrogation - Blanket

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Technology General Liability Extension Endorsement**1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and
- (2) was executed prior to:
 - (a) the **bodily injury or property damage**; or
 - (b) the offense that caused the **personal and advertising injury**,for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

Technology General Liability Extension Endorsement**E. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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Technology General Liability Extension Endorsement**I. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs d. or f. above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.



Technology General Liability Extension Endorsement

- 3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
 - b. to any of your products for which coverage is excluded by endorsement to this Coverage Part; nor
 - c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an **Insured** solely for **bodily injury, property damage or personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- 1. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part; nor
- 2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
 - a. this Coverage Part provides such coverage;
 - b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and
 - c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this Coverage Part.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

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Technology General Liability Extension Endorsement

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or
 - b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,
qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
 - a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
 5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

Technology General Liability Extension Endorsement

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

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Technology General Liability Extension Endorsement**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

- i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

Technology General Liability Extension Endorsement

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such



Technology General Liability Extension Endorsement

Named Insured is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury or property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY - DAMAGE TO PREMISES

- A.** Under **COVERAGES, Coverage A - Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

- B.** Under **COVERAGES, Coverage A - Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

- C.** **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

- 6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

- a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
- b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000, unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

- D.** The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

- (ii)** That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

- E.** This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.



Technology General Liability Extension Endorsement

12. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C - Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: ; or
(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C - Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the Named Insured; and
3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any Named Insured, provided the watercraft is:
(a) less than 75 feet long; and
(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B - Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:

- 1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:
This insurance does not apply to:

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Technology General Liability Extension Endorsement**Knowing Violation of Rights of Another**

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

- A. Under **COVERAGES, Coverage B -Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

- (1) that the **Insured** would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and
 - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

Technology General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph e.(2) of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if Coverage B –Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

17. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs (3) and (4) of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:





Technology General Liability Extension Endorsement

- A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 43 03 05 (07-2000)

Endorsement Effective Date:

Endorsement No: 36; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 72329345

Policy Effective Date: 09/03/2018

Policy Page: 128 of 137

CONTRACT TRANSMITTAL FORM
(Attach to Documents dropped off to City Clerk's Office)

Date: 10/21/2019

From (Dept.): Engineering/Public Works

Submitted by (First & Last Name): Tirza Gonzales

Vendor: Azteca Systems, LLC DBA CityWorks

Resolution: YES /

2 3 4 Originals Provided to City Clerk (*circle quantity*)

 Yes Department has copy

 Yes Vendor has copy



CITY OF NATIONAL CITY

Office of the City Clerk

1243 National City Blvd., National City, California 91950-4397

619-336-4228

Michael R. Dalla, CMC - City Clerk

AZTECA SYSTEMS DBA CITYWORKS

Web Based Infrastructure Asset Management Services

Tirza Gonzales (Engineering/Public Works) forwarded a copy of the Agreement to
Azteca Systems dba Cityworks.

CITYWORKS® LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement made by and between Azteca Systems, LLC (“Azteca Systems”) a Delaware limited liability company, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA and the **City of Moses Lake, Washington**, using certain of Azteca Systems Licensed Products hereinafter referred to as “Licensee.” This Agreement is effective immediately upon delivery of Licensed Products (the “Effective Date”).

Azteca Systems Products are licensed under the terms and conditions of the Agreement. This agreement, when executed by the licensee named below (“Licensee”) and Azteca Systems, LLC (Azteca Systems), as licensor of the Software, Online, Services, and Documentation licensed under the License Agreement, will supersede any previous Agreements including the License Agreement presented in the installation process requiring acceptance by electronic acknowledgement and will constitute a signed License Agreement.

This signed Agreement includes (i) this License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support and (iv) Addendum #3 – Third Party Contractor Acknowledgment.

This signed Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party’s original signature is not delivered.

ARTICLE 1—DEFINITIONS

1.1 Definitions. The terms used are defined as follows:

- a. “Agreement” means this Software License Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.
- b. “Authorization Code(s)” means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- c. “Authorized User” or “User” shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee’s employees; (ii) Licensee’s consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software’s public web portal (if applicable). Other than limited use of the Products through the software’s web portal, the public is not considered an authorized user.
- d. “Client Data” means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- e. “Covered Software” shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- f. “Deployment Server License” means a license that, in addition to providing staging server License rights, authorizes Licensee to install and use the Software for deployment in Licensee’s internal use.
- g. “Testing Server License” means a license that authorizes Licensee to install and use the Software on a server in Licensee’s internal use to provide testing License rights prior to deployment.
- h. “Documentation” means all user reference documentation that is delivered with the Software.
- i. “Internal Use” means use of the Licensed Products by employees of Licensee in Licensee’s internal operations but does not include access of the Licensed Products by, or use of the Licensed Products in the provisions of services to, Licensee’s clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.
- j. “Licensed Products” or “Products” shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified as specified in Addendum #1

attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software, Online Services, and Documentation licensed under the terms of this license Agreement.

- k. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- l. "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks software and data, and other information.
- m. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- n. "Preview" means any alpha, beta, or prerelease Product.
- o. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- p. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- q. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, updates, upgrades, and service packs.
- r. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
- s. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Azteca Systems and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. This Agreement does not transfer ownership rights of any description in the Software, materials, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Azteca Systems and its third-party licensors reserve all rights not specifically granted in this Agreement including the right to change and improve Products.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; and (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) Licenses. Licensee may allow Third Party Contractors to access and use the licensed Software, provided Licensee and Third Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third Party Contractor Acknowledgment (if applicable) collectively, are incorporated in this Agreement.

- a. *Software.* Use and License for specific Software products are set forth in Addendum 1- Product Licensing Addendum, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum 2, - Standard Maintenance and Support which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum #3, which is incorporated by reference.

3.2 Preview Release Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca or distributor maintenance.

3.3 Special Use Programs. If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca's website in addition to the non-conflicting terms of this Agreement. All such program terms are incorporated herein by reference.

3.4 Delivery. Unless otherwise requested by Licensee, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Property by electronic download and a license key to activate the Licensed Property.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. For Products delivered to Licensee, Licensee may:
 1. Install and store Products on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
 4. Move the Software in the licensed configuration to a replacement Server.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca. Licensee shall be solely responsible for compliance by Third Party Consultants and Contractors with this License Agreement and shall ensure that the Third Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Redistribute Authorization Codes;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including

- intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
 - k. Separate from the licensed use of APIs, Licensee may not unbundle or independently use individual or component parts of the Products, Software, or Online Services;
 - l. Unbundle or independently use the individual or component parts of Software or Online Services;
 - m. Incorporate any portion of the Software into a product or service that competes with the Software;
 - n. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
 - o. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

5.1. This License Agreement is effective upon date and signature of Licensee below. The initial term of this License Agreement will begin upon the dates set forth in Addendum 1 and provided the fees are paid. This License agreement and its maintenance provisions may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum 1.

5.2. Either party may terminate this License Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

5.3. Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days' written notice prior to the end of the current Term Maintenance Period.

5.4. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

5.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

5.6. If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance and support services rendered or products and software received and accepted prior to the effective date of termination.

5.7. If this Agreement is terminated under section 5.3 or 5.4 above, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then for no additional charge to Licensee and at Licensee's option either grant a license to the Licensee, for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

5.8. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

6.2 Special Disclaimer. CONTENT, DATA, SAMPLES, NEW VERSIONS, HOT FIXES, PATCHES, SERVICE PACKS, UPDATES, UPGRADES, AND ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION, TEST AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AZTECA SYSTEMS DOES NOT WARRANT THAT PRODUCTS, MAINTENANCE OR ANY TECHNICAL SUPPORT SERVICES PROVIDED HEREIN WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Azteca Systems' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Azteca Systems Maintenance Services and Support Addendum; or (iii) return of the license fees paid by Licensee for the current period, prorated for the current period, for Software or Online Services that do not meet Azteca Systems limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

6.6 If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure delivery of parts, supplies, services, or power; war, threat of actual terrorist act, cyberattack, or other violence; any law order, proclamation, regulation, ordinance, or demand; or any condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention interference, or restriction.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. AZTECA SYSTEMS, ITS AUTHORIZED DISTRIBUTOR (IF ANY), AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL,

INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AND MAINTENANCE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT AZTECA SYSTEMS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF AZTECA SYSTEMS AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE DURING THE CURRENT MAINTENANCE AND SUPPORT PERIOD, FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Azteca Systems. The parties agree that Azteca Systems has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. AZTECA SYSTEMS DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Azteca Systems shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out any claims, actions, or demands by a third party legally alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided:

- a. Licensee promptly notifies Azteca Systems in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Azteca Systems has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Azteca Systems' request and expense.

8.2 If Software or Online Services are found to infringe a US patent, copyright, or trademark, Azteca Systems, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Azteca Systems any infringing item(s). Azteca Systems entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and refund the unused portion of fees paid, prorated for the current maintenance and support period.

8.3 Azteca Systems shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Azteca Systems or specified by Azteca Systems in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Azteca Systems or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Azteca Systems for avoiding infringement or use after a return is ordered by Azteca Systems under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF AZTECA SYSTEMS WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. New or updated Products and subscription renewals will be licensed under the then-current Azteca Systems license terms and conditions included with the deliverable Products.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this License Agreement.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement, and the provisions of section 4.1 of Addendum 2, shall survive the expiration or termination of this License and Maintenance Agreement.

9.8 Equitable Relief. Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

9.9 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10 Governing Law, Disputes, and Arbitration. This License Agreement shall be governed by and construed in accordance with the laws of the State of Washington without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof shall be resolved in the following order:

- *Consultation and negotiation in good faith and a spirit of mutual cooperation;*
- Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;
- If the matter cannot be settled through negotiation or mediation, then it shall be finally settled by a court of competent jurisdiction with venue in Grant County Superior Court or the Eastern Federal District Court. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9.11 Maintenance. Maintenance for qualifying Software consists of updates and other benefits, such as access to technical support, are provided during the Term of Use. Maintenance is specified as set forth in Addendum #2.

9.12 Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Cityworks Software or Products, and any related intellectual property, are owned by Azteca Systems.

9.13 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

9.14 Entire Agreement. This License Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, LLC

By: Brian L. Haslam

Name: Brian L. Haslam

Title: President - CEO

Date: 12/26/19

CITY OF MOSES LAKE, WA – (LICENSEE)

By: [Signature]

Name: Karin Fink

Title: Interim City Manager

Date: 12-23-19

ADDENDUM #1

PRODUCT LICENSING

1. Licensed Software:

Server AMS Standard Cityworks Online Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom
Equipment Checkout
Contracts
eURL (Enterprise URL)
Workload
Web Hooks
Local Government Templates (LGT)
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Server PLL Standard Cityworks Online Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

eURL (Enterprise URL)
Public Access for PLL
Workload
Web Hooks
Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 10,001 - 25,000 population range

Initial license fee covers licensing and infrastructure fee for 50 logins. Infrastructure fee for first 25 logins is waived.

ELA pricing quote for CWOL assumes no hosting logins are added over and above the current 50 Server AMS hosting Logins. Additional hosting logins can be added for an additional fee.

Additional Software Products & Licenses: Additional Software Products & licenses may be added to this License Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable being paid.

2. **Notices & Licensee Information: Until or unless otherwise, modified, all notices relevant to this agreement shall be sent to the following address:**

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	City of Moses Lake 401 Balsam Moses Lake, WA 98837
	Attn: Cindy Smith
	E-mail: csmith@cityofml.com
	Phone: 509.764.3754

3. **Delivery Date/Effective Date of Software**

MM/DD/YYYY

01/15/2020

4. **Schedule of Payments and Fees under License and Maintenance Agreement**

Support Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	01/15/2020 – 01/14/2021	\$65,000.00
Period 2	01/15/2021 – 01/14/2022	\$65,000.00
Period 3	01/15/2022 – 01/14/2023	\$65,000.00

5. **Additional**

Updates to the above licensed software means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

ADDENDUM #2
STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca, Systems, LLC. Maintenance and Support are provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support Services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

1.1. Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- (a) Software Updates.. Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance Term/Period. Updates and Upgrades may also include new versions;
- (b) Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- (c) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.3 The following items, among others, however, are specifically excluded as support services under this section of this Maintenance and Support:

- (a) Support for applying or installing upgrades and service packs;
- (b) Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- (c) Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) Licensee Data debugging and/or correcting;
- (e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;
- (f) Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;
- (g) Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- (h) Questions such as configuration, implementation and walk-throughs.

1.4 Support Periods are renewable unless terminated as provided in Section 3 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based (www.MyCityworks.com) and after hours support as set forth in Section 1 of this Addendum.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum 1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

2. PROCEDURES FOR ACCESSING SUPPORT:

2.1. All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outline in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEEES

3.1. License, Maintenance and Support Services herein are included in the payment of annual fees as set forth in Addendum #1, and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1, and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum 1 subsequent to year three (3) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than ninety (90) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MISCELLANEOUS

4.1. **Data Confidentiality Statement:** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

4.2. **No Implied Waivers:** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

ADDENDUM #3

THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee (**City of Moses Lake, WA**) engages any Third Party Contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by any third party is solely for Licensee's benefit;
2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the License and Maintenance Agreement;
3. Before accessing the Licensed Products, the Third Party Contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products, as if such actions or omissions were the Licensee's;
5. Upon expiration or termination of this License Agreement, the rights of usage to any Third Party Contractor shall immediately terminate;
6. Use of the Software by such Third Party Contractors on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;
7. Any breach of this Agreement by any Third Party Contractor(s) will be deemed to be a breach by Licensee;
8. Licensee will ensure that Third Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and
9. Any Third Party Contractor must sign a copy of this Addendum acknowledging that it has a copy of the License Agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this Addendum for every Third Party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third-Party Contractor acknowledges acceptance by signing below, and providing a copy to Azteca Systems at contracts@cityworks.com.

Third Party Contractor Name (Print)

By: _____
Authorized Signature

Date: _____

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
WAIVING THE BID PROCESS PURSUANT TO SECTION 2.60.220(D) OF THE NATIONAL
CITY MUNICIPAL CODE AND AUTHORIZING THE MAYOR TO EXECUTE A FIRST
AMENDMENT TO THE AGREEMENT WITH AZTECA SYSTEMS LLC, EXTENDING
THE TERM FOR THREE YEARS IN THE TOTAL NOT-TO-EXCEED AMOUNT OF
\$171,600.00 TO PURCHASE ADDITIONAL LICENSING AND SUPPORT FOR
CITYWORKS PERMITTING, LICENSING AND LAND (PLL) AND ASSET
MANAGEMENT SYSTEM (AMS) SOFTWARE PLATFORM**

WHEREAS, the City of National City (“City”) executed a contract with Govpartne on July 6, 2010 to implement Community Development Partner (“CDP”) permitting and land management software; and

WHEREAS, the software provides a central software platform from which City staff issues permits, manages inspections and code enforcement cases; and

WHEREAS, in 2013, Cartegraph Systems Inc., a leading asset management company, acquired Govpartner to add CDP’s permitting and land management capabilities to its application portfolio; and

WHEREAS, Cartegraph has since changed course and discontinued further development or enhancement of CDP; and

WHEREAS, the CDP permitting application currently in use, is at end-of-life and must be replaced before the vendor discontinues support in the near future; and

WHEREAS, City staff recommends executing a contract with Centricity GIS to implement and integrate Cityworks Permitting, Licensing and Land and Asset Management Software as it is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City does find that based on City staff recommendation that it is in the best interest of the City to waive the bid process pursuant to section 2.60.220(d) of the National City Municipal Code and hereby authorizes the Mayor to execute a First Amendment to the Agreement with Azteca Systems LLC, by extending the term for three (3) years for the total not-to-exceed amount of \$171,600.00 to purchase additional licensing and support for Cityworks Permitting, Licensing and Land (“PLL”) and Asset Management System (“AMS”) software platform.

PASSED and ADOPTED this 6th day of October, 2020.

Alejandra Sotelo Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City waiving the bid process pursuant to Section 2.60.220\(d\) of the National City Municipal Code authorizing the Mayor to execute an eighteen month agreement with Centricity GIS in the total not-to-exceed amount of \\$134,500.00 to implement Cityworks Permitting, Licensing and Land \(PLL\) and Asset Management System \(AMS\) software platform. \(IT\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 6, 2020

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the bid process pursuant to section 2.60.220(d) of the National City Municipal Code authorizing the Mayor to execute an eighteen month agreement with Centricity GIS in the total not-to-exceed amount of \$134,500.00 to implement Cityworks Permitting, Licensing and Land (PLL) and Asset Management System (AMS) software platform.

PREPARED BY: Ron Williams *RW*

DEPARTMENT: City Manager's Office

PHONE: 619-336-4373

APPROVED BY: *A. Winney*

EXPLANATION:

The City of National is proposing to replace the Community Development Partner (CDP) permitting and land management software with Cityworks Permitting, Licensing, and Land (PLL) and Asset Management System (AMS) software platform utilizing Centricity GIS. Centricity GIS is a Cityworks implementation and integration services provider, specializing in implementation and integration of the Cityworks PLL and AMS software platforms. The proposed implementation and integration scope of work includes business process workflow creation, system configuration, data migration, third-party application integration, web portal configuration, training, rollout and Ad-Hoc support. The implementation proposal as presented is competitive and cost effective. As time is of the essence, it is in the best interest of the City to begin the implementation process as soon as possible.

FINANCIAL STATEMENT:

APPROVED: *Mark R. ...* Finance

ACCOUNT NO.

APPROVED: *Rod ...* IT

Project cost (\$134,500) is budgeted in account 629-403-082-299-0000.

ENVIRONMENTAL REVIEW:

This project is not subject to environmental review.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff recommends City Council waive the formal bidding requirements as allowed in section 2.60.220(d) of the Municipal Code, and award the contract to Centricity GIS.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Attachment 1: Background
Attachment 3: National City Contract

National City Permitting, Licensing and Land / Asset Management System

Background

The City of National City executed a contract on July 6, 2010 with Govpartner to implement Community Development Partner (CDP) permitting, licensing and land management software system. This system provides a central software platform for the community development and engineering departments to issue permits, schedule inspections, regulate zoning, and manage code enforcement cases.

In 2013, Cartegraph Systems Inc., a leading asset management company, acquired Govpartner to add CDP's permitting and land management capabilities to its application portfolio. Cartegraph has since changed course and discontinued further development or enhancement of the CDP software application. This presented the City with a daunting obstacle to expanding its permitting, licensing and land management application platform to include an integrated asset management system component.

As the emerging need for an asset management system continued to grow within the engineering and public works department, staff developed a plan. The asset management system needed to provide the following:

- ability to create and manage work orders
- track and maintain assets (manholes, sewer mains, irrigation components, trees, facilities, heavy equipment, etc...)
- track resources required to fulfill work order requests

After careful consideration and analysis of various asset management systems, the City of National City entered into an agreement with Azteca Systems, LLC on September 15, 2019 to implement Cityworks Asset Management System (AMS).

The Cityworks Asset Management System is GIS-centric which means the application is based on Geographic Information Systems (GIS) mapping technology where asset and work order data are tracked via maps accessible from desktop computers in the office and mobile devices in the field. The City of National City's application portfolio included the required GIS platform (ESRI ArcGIS) upon which GIS-centric applications are based. Staff's desire to respond more effectively and efficiently to the public's needs elevated the priority of asset management system Integration with a permitting, licensing, and land management software system.

Although the CDP permitting, licensing and land management application is currently in use, it is incompatible with Cityworks AMS. It is also at end-of-life which means the vendor will discontinue software support in the near future. Staff recognized the urgent need to replace the CDP permitting and land management software application and developed a plan to address the following needs:

- high compatibility with Cityworks AMS

- cost effectiveness
- ability to increase Cityworks AMS licensing and support
- ability to begin implementation immediately and complete within twelve months

After careful consideration and analysis, staff concluded that executing a contract with Centricity GIS to implement and integrate Cityworks Permitting, Licensing and Land and Asset Management Software is in the best interest of the City for the following reasons:

- Centricity GIS, a Cityworks implementation and integration services business partner, specializes in implementing and integrating the Cityworks PLL and AMS software platforms.
- The proposed implementation proposal as presented is competitive and cost effective
- Centricity GIS could begin implementation immediately, as time is of the essence.

Costs

The following costs are proposed by Centricity GIS for Cityworks PLL / AMS implementation and integration services.

Services	Total
Workflow Review	\$7,500
Database Configuration	\$50,000
Database Review	\$2,500
Admin User Training	\$5,000
End User Training	\$7,500
Rollout Support	\$5,000
Data Migration	\$10,000
PLL Portal Setup	\$5,000
Eden Integration	\$15,000
HDL Licensing Integration	\$15,000
Ad-hoc Support	\$12,000
	\$134,500

Staff Recommendation

Staff recommends City Council waive the formal bidding requirements as allowed in section 2.60.220(d) of the Municipal Code, and award the contract to Centricity GIS to implement and integrate Cityworks PLL / AMS software platform.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
CENTRICITY GIS**

THIS AGREEMENT is entered into on this 6th day of October, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and CENTRICITY GIS, a corporation (the “CONSULTANT”).

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide Cityworks Permitting, Licensing and Land (PLL) and Asset Management (AMS) Software implementation and integration services.

WHEREAS, the CITY has determined that the CONSULTANT is a GIS Software Integrator and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide Cityworks PLL and AMS software implementation and integration services, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on October 6, 2020. The duration of this Agreement is for the period of October 6, 2020 through April 5, 2022. Completion dates or time durations for specific portions of the project are set forth in Exhibit “A”. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** The CONSULTANT will provide Cityworks PLL and AMS software implementation and integration services as set forth in the attached Exhibit “A”.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings specified in Exhibit “A” to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Ron Williams hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Brandon Wright thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$134,500.00. The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY

should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONSULTANT.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT’S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY’S employees, including but not limited to retirement, medical, unemployment, or workers’ compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT’S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT’S employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT’S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT’S obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT’S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT’S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, The CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

16.1 **PERS Eligibility Indemnification.** If CONSULTANT's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONSULTANT'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONSULTANT's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONSULTANT notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

16.2 **Limitation of CITY Liability.** The payment made to CONSULTANT under this Agreement shall be the full and complete compensation to which CONSULTANT and CONSULTANT's officers, employees, agents, and subCONSULTANTS are entitled for performance of any work under this Agreement. Neither CONSULTANT nor CONSULTANT's officers, employees, agents, and subCONSULTANTS are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONSULTANT. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONSULTANT.

16.3 **Indemnification for Employee Payments.** CONSULTANT agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONSULTANT, (2) any employee of CONSULTANT, or (3) any employee of CONSULTANT construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

18. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in

connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Ron Williams
 IT Manager
 CMO
 City of National City
 1243 National City Boulevard
 National City, CA 91950-4397

To CONSULTANT:
 Brandon Wright
 CEO
 Centricity GIS
 10659 N Sahalee St
 Cedar Hills, UT 84062

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. CONSULTANT is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **ADMINISTRATIVE PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or

provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *SubCONSULTANTS or SubCONSULTANTS.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subCONSULTANT(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

/ N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

CENTRICITY GIS

*(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)*

By: _____
Alejandra Sotelo Solis, Mayor

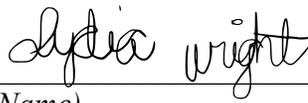
By:  _____
(Name)

APPROVED AS TO FORM:

(Print)

By: _____
Angil P. Morris-Jones

(Title)

By:  _____
(Name)

(Print)

(Title)



Centricity GIS

ASSET MANAGEMENT SERVICES

PROPOSAL

Cityworks PLL Implementation Services

Prepared for:

National City CA
Attention: Ron Williams
1243 National City Boulevard
National City, CA 91950-4301

August 3, 2020

CONTACT:

Brandon Wright
801-376-8160
bwright@centricitygis.com

Cityworks[®]
Partner Network

Table of Contents

Table of Contents.....	2
Cover Pages/Executive Summary	4
Approach and Methodology	5
Firm Description & Project Organization	12
Qualifications and Past Performance	14
Project Implementation Schedule	17
Fee/Cost Proposal	18

About Centricity GIS

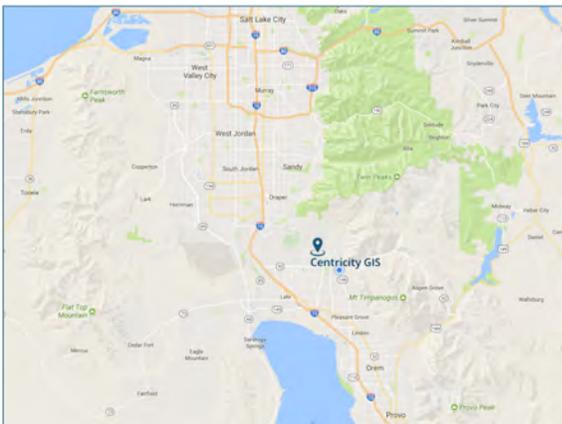
Introduction

Centricity GIS, LLC is a GIS Consulting company offering implementation, data, and application development services. Our founder, Brandon Wright, has 15 years of experience in GIS, Asset Management, and systems integration. All of our technical staff have at least 5 years of expertise in their discipline.

In addition to providing services for specific projects, we are also able to augment an agency's staff by providing resources such as programmers, analysts, and technicians on site.

Centricity GIS is a Cityworks Business Partner specializing in CMMS and GIS services for public agencies such as Cities, Counties, and Water Agencies. As a partner, we specialize in the implementation of Cityworks and ESRI technologies. From out of the box using Esri's ArcGIS for Local Government solutions to custom PLL implementations, we can help agencies realize their return on investment as quickly as possible.

We are located in Cedar Hills, Utah, about 30 minutes from Cityworks headquarters.



Experience.

Centricity GIS is a full-service, multidisciplinary asset management and permitting system consulting firm. We provide consulting services to municipal governments and private and public utilities.

Our project team will use tried and true implementation strategies that focus on your business processes and workflows, system requirements and training.

Centricity GIS has performed over 50 unique Cityworks implementations over nearly 17 years in the Asset Management and Permitting Industry. The flexibility and power of the Cityworks platform correlates with our extensive knowledge in system design and implementation.

Our business process knowledge in permitting allows us to be efficient and effective during all of the phases of implementation.

Centricity GIS has in house developers that focus on core Cityworks integrations and development tools. We have a history of integrating with Cityworks for many types of systems including:

- Customer Account Information
- Financial Systems
- Utility Billing
- SCADA
- AVL
- Citizen Reporting

Cover Pages/Executive Summary

August 3, 2020

Subject: Cityworks PLL Implementation

National City:

This proposal is for providing implementation services for the Cityworks PLL solution. The Cityworks solution is wholly unique because it is the only system that completely leverages your GIS parcel records throughout your work process. In other words, we will use your map data as the system of record, rather than try to sync your GIS records with your permit database.

Centricity GIS is a Cityworks Business Partner and is based in Cedar Hills, Utah. I previously worked for Cityworks and have over 17 years of experience in completing Cityworks implementation projects.

The projects that have been identified can be implemented separately to meet the City's needs. Centricity GIS is prepared to start any project upon notice to proceed.

This proposal includes the following services:

- Workflow Review Meetings (Onsite)
- Initial Cityworks Database Configuration
 - Workflows for Building and Code Enforcement
 - Crystal Reports
 - Contractors
- Review of Configured Database (Onsite)
- Admin User Training (Onsite)
- End User Training (Onsite)
- Rollout Support
- Data Migration from CDP, Progressive Solutions into Cityworks
- PLL Portal for Cityworks
- Eden Integration
- HDL Licensing Integration

Hourly rates for Centricity GIS (Ad-Hoc) are \$150/hour, billed monthly on the 1st business day following month end.

We are very excited about this opportunity. I am the direct contact for this proposal, and I will personally oversee all services provided under this proposal. Please let me know if you have any questions or concerns regarding this proposal.

Sincerely,



Brandon Wright
Founder | President

Page | 4

801-376-8160

Approach and Methodology

A. INTRODUCTION

This scope of work identifies the tasks required for the successful improvement of the City's current Cityworks implementation. Centricity GIS understands that the following requirements have been identified by the City, and will be included in implementation:

- Workflow Review Meetings (Onsite)
- Initial Cityworks Database Configuration
 - Workflows for Building and Code Enforcement
 - Crystal Reports
 - Contractors
- Review of Configured Database (Onsite)
- Admin User Training (Onsite)
- End User Training (Onsite)
- Rollout Support
- Data Migration from CDP, Progressive Solutions into Cityworks
- PLL Portal for Cityworks
- Eden Integration
- HDL Licensing Integration
- Ad-Hoc Support

The following tasks are included in this scope of work:

TASK 1: WORKFLOW REVIEW MEETING (ONSITE - 3 DAYS)

Meet with City staff to review workflows that will be created and configured in the Cityworks PLL Application

Tasks:

1. Meet with City staff to review and understand the City workflows for PLL
2. Get documentation from City that will provide the basis for the PLL configuration.
 - a. Print Documents
 - b. Reports
 - c. Diagrams
 - d. Etc

Deliverable Milestones:

- a. Meeting Notes

TASK 2: INITIAL CITYWORKS DATABASE CONFIGURATION

Configuration of PLL workflows into Cityworks.

Tasks:

1. Cityworks Database Configuration
2. Workflows
 - a. Building
 - b. Code Enforcement/Code Compliance
 - c. Etc.
3. Reports
4. Inbox/Dashboards
5. GIS Integration
6. Field Module Setup

Deliverable Milestones:

- a. Configured Database

TASK 3: REVIEW OF CONFIGURED DATABASE (ONSITE 1 DAY)

Meet with City staff to review workflows and Cityworks setup that has been configured.

Tasks:

1. Database Review
2. Workflow changes and configuration changes as needed

Deliverable Milestones:

- a. Meeting Notes
- b. Configuration changes

TASK 4: ADMIN TRAINING (ONSITE – 2 DAYS)

Centricity GIS will provide onsite training for the primary, or “Administrator” users of Cityworks. The City will provide the training facility and computers necessary for staff use.

Following the training of Administrator users, Centricity GIS will conduct a “Train-the-Trainer” style session with key department staff. The purpose of this training is to provide knowledge and steps necessary to train all other field personnel who will use the system.

Training will occur over 2 days

Deliverable Milestones:

- a. Admin and User Training completed
- b. Copy of training material used in training session delivered in digital format (PDF)

TASK 5: END USER TRAINING (ONSITE – 4 DAYS)

Centricity GIS will provide onsite training for the primary, or “End Users” of Cityworks. The City will provide the training facility and computers necessary for staff use.

The purpose of this training is to provide knowledge and steps necessary to train all other field personnel who will use the system.

Training will occur over 4 days

Deliverable Milestones:

- a. User Training completed
- b. Copy of training material used in training session delivered in digital format (PDF)
- c. Go-live

TASK 6: ROLLOUT SUPPORT (ONSITE - 2 DAYS)

After the configuration, installation and training phases have concluded, we will provide Onsite rollout support.

- 1. Determine with department manager/champion what data/inboxes need to be displayed.
- 2. Build Dashboards – Build end user and management inboxes/dashboards
- 3. Cityworks Reconfiguration that needs completed based on Work Flow Meetings and Admin training.
- 4. Configuration of Mobile Apps

Deliverable Milestones:

- a. Onsite Roll Out Support

TASK 7: DATA MIGRATION FROM CDP, PROGRESSIVE SOLUTIONS

After the configuration, installation phases have concluded, we will provide data migration services to migrate data from CDP, Progressive Solutions into Cityworks PLL.

1. Map CDP, Progressive Solutions data points to Cityworks PLL Case Types
2. Migrate CDP, Progressive Solutions data into Cityworks PLL
3. Test and Verify Data Migration results

Deliverable Milestones:

- a. Data Migration Complete

TASK 8: PLL PORTAL SETUP

After the configuration, installation and training phases have concluded, we will setup PLL Public Access Portal for Cityworks PLL.

1. Setup of PLL Public Access Portal
2. Testing

Deliverable Milestones:

- a. PLL Portal Setup

TASK 9: EDEN INTEGRATION

Eden Discovery and Integration for Cityworks PLL. Develop an integration to connect Eden to Cityworks.

1. Discovery - Determine what is needed and required for Eden integration for Cityworks PLL.
2. Develop integration for Eden and Cityworks from the requirements discovered during discovery.

Deliverable Milestones:

- a. Integration for Eden and Cityworks

TASK 10: HDL BUSINESS LICENSING INTEGRATION

HDL Licensing Discovery and Integration for Cityworks PLL. Develop an integration to connect the HDL Licensing information into Cityworks to tie Contractor licenses into Cityworks PLL.

1. Discovery - Determine what is needed and required for HDL integration for Cityworks PLL.
2. Develop integration for HDL Licensing and Cityworks from the requirements discovered during discovery.

Deliverable Milestones:

- a. Integration for HDL Licensing and Cityworks

TASK 11: AD-HOC SUPPORT

After the configuration, installation and training phases have concluded, we will provide troubleshooting and support services. **Used as needed up to 80 hours.**

1. Determine with department manager/champion what data/inboxes need to be displayed.
2. Build Inboxes – Build end user and management inboxes
3. Cityworks Reconfiguration that needs completed based on Work Flow Meetings and Admin training.
4. Configuration of Mobile Apps (if applicable licenses from Cityworks apply)
5. Crystal Report Development
6. Dashboards and KPI's

Deliverable Milestones:

- a. Support as needed at negotiate rate

Firm Description & Project Organization

Centricity GIS, LLC is a multi-service organization providing specialized services in Field Asset Surveying, Geographic Information Systems (GIS) and application software services. CENTRICITY GIS provides professional services including consulting, training, staffing and technical support.

We continue to set the standard for high quality GIS Centric and Cityworks implementation projects, especially in utility industry for Water, Sewer, Storm, Gas and Electric backed by staff with a wide range of industry and technical experience having over 15 years of experience in GIS and 25 years in Cityworks implementation.

CENTRICITY GIS is a Dun & Bradstreet verified business (DUNS 08-085-9425).



Partners:

- Cityworks Business Partner Network
- ESRI Silver Partner



Management

Mr. Brandon Wright, founder of Centricity GIS, LLC, graduated with a B.S. degree in Business Information Systems from the University of Colorado, USA. He has over 16 years of professional experience in Cityworks and GIS within the Asset Management industry and has successfully completed over 50 Cityworks related projects. Most of his project experience is in implementing Cityworks systems with government agencies throughout United States. His core competency is in implementing Cityworks Asset Management solutions for government agencies (Water, Wastewater, Parks & Rec, etc).

Mr. Wright manages the strategic planning, business development and company operations for CENTRICITY GIS. He also serves as client liaison officer on all the projects by overseeing scope, schedule, budget and time frame.

Specialties: Asset Management, Data Conversion, and Project Implementation.

PROJECT MANAGEMENT APPROACH:

The CENTRICITY GIS President and Project Manager will attend progress meetings with the City team to provide status updates for on-going tasks. CENTRICITY GIS will also submit monthly progress reports and invoices, accompanied with a detailed delivery report.

Deliverables

- Monthly progress report
- Monthly invoice with detailed delivery report

Software Skills

GIS Software: ArcGIS Desktop, ArcGIS Online, ArcGIS Server, ArcGIS Pro

Asset Management Software: Cityworks PLL and AMS

Databases: Access, SQL Server, Oracle, Geodatabase

Reporting Tools: Crystal Reports, SQL Server Reporting Services

Qualifications and Past Performance

The following table shows the combined project experience of our team.

- Centricity GIS Reference Sites

Client	Implementation	Support	PLL	AMS	Reporting	Integrations
Moses Lake, WA	✓	✓	✓	✓	✓	✓
West Valley City, UT	✓	✓	✓	✓	✓	✓
Park City, UT	✓	✓		✓	✓	
Herriman, UT	✓	✓	✓	✓	✓	✓
Saratoga Springs, UT	✓	✓	✓	✓	✓	
Rancho Palos Verdes, CA	✓	✓		✓	✓	
Las Gallinas Valley Sanitary District, CA		✓		✓		
Redlands, CA	✓	✓	✓	✓	✓	✓
Cook County, IL	✓	✓	✓	✓	✓	
DDOT, Washington, DC	✓	✓		✓	✓	
Apex, NC	✓	✓		✓	✓	
Houston, TX	✓	✓		✓	✓	
Ruidoso, NM	✓	✓		✓	✓	

EDUCATION

Bachelor of Science
Degree, Business
Information Systems,
University of Colorado



Brandon Wright Founder/Project Oversight

Mr. Wright has over 10 years of experience providing Asset Management and GIS services to public agencies. Mr. Wright has been responsible for directing asset management projects and addressing logistical and technical concerns. Prior to working at Centricity GIS, Mr. Wright worked Cityworks for 10 years.

Services include database development/administration and maintenance, map creation, needs assessment, implementation and integration. Integration services include integrating GIS databases (SQL Server or Oracle) with other systems such as Asset Management Systems, Customer Billing, Document Management and Work Orders. He also provides system training, and general IT consulting services.

Summary of Skills

- Expertise using ESRI's ArcGIS software products, ArcGIS Desktop 10.x, ArcGIS Server, ArcGIS Online
- Experience in administration of Cityworks AMS & PLL
- Cityworks PLL Administration Training
- Expertise in Mapping, GIS Data Modeling, Systems Integration, Needs Assessments
- Over 10 years of Project Management experience
- Database experience with SQL Server, Oracle, and Microsoft Access

Representative Projects

- Moses Lake, Washington, Cityworks and PLL Implementation
- Rancho Palos Verdes, Cityworks Implementation
- Vista Irrigation District, Cityworks Implementation
- San Mateo, Cityworks Implementation
- Cook County, IL, Cityworks and PLL Implementation
- Saratoga Spring, UT, Cityworks and PLL Implementation
- Houston, TX, Cityworks Implementation/Expansion
- DDOT (Washington, D.C.), Cityworks Implementation/Expansion
- Columbia, SC, Cityworks Implementation/Expansion
- Lafayette, LA, Cityworks Implementation
- El Paso, TX, Cityworks Implementation/Expansion
- Apex, NC, Cityworks Implementation

EDUCATION

MA Degree, Public Administration,
University of North Carolina – Chapel Hill

BA Degree, Political Science, Brigham Young University - Idaho



Daniel Widenhouse Product/Project Manager

Mr. Widenhouse has over 7 years of experience providing Asset Management and GIS services to public agencies. Mr. Widenhouse has been responsible for overseeing and directing asset management and permitting projects. Prior to working at Centricity GIS, Mr. Widenhouse has worked for several public agencies including City of Saratoga Springs, UT and Rexburg, ID and administered their PLL and AMS systems.

His experience includes PLL and AMS Administration, Cityworks Suite of products. Database development/administration and maintenance, map creation, needs assessment, implementation and integration. Project Management skills. Document Management and Work Orders. He also provides system training, and general IT consulting services.

Summary of Skills

- Expertise using ESRI's ArcGIS software products, ArcGIS Desktop 10.x, ArcGIS Server, ArcGIS Online
- Experience in administration of Cityworks AMS & PLL
- Cityworks PLL Administration
- Database experience with SQL Server, Oracle, and Microsoft Access

Representative Projects

- Saratoga Spring, UT, Cityworks and PLL Implementation
 - Implemented Cityworks PLL across Building, Planning, Capital Facilities, and Engineering departments. Built over 150 workflows, 70 case template types, and over 400 task types.
 - Implemented Cityworks AMS across Water, Sewer, Streets, and Parks departments.
 - Trained users on Office, Fields, and Mobile modes.
 - Trained admin users in Designer and PLL Admin.
 - Developed over 50 Crystal Reports for analytics and reporting needs.
 - Integrated Cityworks with CitySourced
- City of Redlands, CA , Cityworks and PLL Implementation
 - Created over 10 checklists for application review workflows in Cityworks PLL.
 - Wrote technical training materials for basic and admin users.
- City of Moses Lake, WA , Cityworks and PLL Implementation
 - Wrote Crystal reports for reporting to supervisors.
 - Developed PLL workflows and case types for the City.

Project Implementation Schedule

The schedule to complete this project is below.

We are prepared to begin work on this project upon your Authorization to Proceed and will coordinate with you, as required.

Task	Description	Month 1	Month 2	Month 3	Month 4
1	Workflow Review Meeting				
2	Initial Cityworks PLL Configuration				
3	Database Review Meeting				
4	Admin User Training				
5	End User Training				
6	Rollout Support				
7	Data Migration				
8	PLL Portal Setup				
9	Eden Integration for PLL				
10	HDL Licensing Integration for PLL				
11	Post-Installation Support (Ad-Hoc Hours as needed)				80 Hrs

Notes:

Task 11 will start once all deliverables are accepted under the scope of work and will continue until all hours are used.

- Final Schedule will be determined based on optional tasks selected.

Fee/Cost Proposal

Task	Description	Total Cost
1	Workflow Review Meetings (3 Days Onsite)	\$ 7,500
	Workflow Meetings Meeting Notes	
2	Initial Cityworks Database Configuration (Remote)	\$ 50,000
	All groups as outlines in details section	
3	Database Review (1 Day Onsite)	\$ 2,500
	Meeting Notes and Action Items	
4	Admin User Training (2 Days Onsite)	\$ 5,000
	Onsite Administrator Training for City Admins	
5	End User Training (3 Days Onsite)	\$ 7,500
	Onsite End User Training for City Users	
6	Rollout Support (2 Days Onsite)	\$ 5,000
	Onsite Support for End Users when system goes live	
7	Data Migration	\$ 10,000
	Map and Transfer Data from CDP, Progressive Solutions into Cityworks	
8	PLL Portal Setup	\$ 5,000
	Setup PLL Public Access Portal for Cityworks	
9	Eden Integration for Cityworks	\$ 15,000
	Integrate Eden into Cityworks	
10	HDL Licensing Integration for Cityworks	\$ 15,000
	HDL integration for Cityworks PLL	
Total	Training and Onsite Visits (Core Implementation)	\$ 122,500
11	*Ad-Hoc Support (up to 80 hours) (Used as needed)	\$ 12,000
	Configuration Changes Admin Support Dashboards/KPI's Mobile App Configuration Any other Ad-Hoc Support that may be needed Crystal Report Development Billed Time and Material as needed at \$150/hr (Up to 80 Hrs)	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	City of National City c/o Risk Manager 1243 National City Blvd National City, CA 91950-4397
--	--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Michelle Jaramillo	
Insurance Professionals of Arizona		PHONE (A/C, No, Ext): (602) 595-4800	FAX (A/C, No): (480) 981-6339
3521 E Brown Rd. Ste 101		E-MAIL ADDRESS: Michelle@insuranceproaz.com	
Mesa AZ 85213		INSURER(S) AFFORDING COVERAGE	
		INSURER A: CNA Insurance Company	
		INSURER B: CNA Insurance Company	
		INSURER C: CNA Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED			
Centricity GIS, LLC			
10768 N Fiddlesticks			
Cedar Hills UT 84062			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6024745556	03/08/2020	03/08/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6024745556	03/08/2020	03/08/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			6024745556	06/24/2020	03/08/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6024745640	03/08/2020	03/08/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			6024745556	03/08/2020	03/08/2021	Per claim \$1,000,000 Aggregate limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of National City, its elected officials, officers, agents, employees and volunteers, as added as additional insured.
Insurance is Primary and Non Contributory, waiver of subrogation where applicable WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

CERTIFICATE HOLDER **CANCELLATION**

City of National City c/o Risk Manager 1243 National City Blvd National City, CA 91950-4397	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michelle Jaramillo</i>
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RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
WAIVING THE BID PROCESS PURSUANT TO SECTION 2.60.220(D) OF THE NATIONAL
CITY MUNICIPAL CODE AUTHORIZING THE MAYOR TO EXECUTE AN EIGHTEEN
MONTH AGREEMENT WITH CENTRICITY GIS IN THE TOTAL NOT-TO-EXCEED
AMOUNT OF \$134,500.00 TO IMPLEMENT CITYWORKS PERMITTING, LICENSING
AND LAND (PLL) AND ASSET MANAGEMENT SYSTEM
(AMS) SOFTWARE PLATFORM**

WHEREAS, the City of National (“City”) is proposing to replace the Community Development Partner (“CDP”) permitting and land management software with Cityworks Permitting, Licensing, and Land (“PLL”) and Asset Management System (“AMS”) software platform utilizing Centricity GIS; and

WHEREAS, Centricity GIS is a Cityworks implementation and integration services provider, specializing in implementation and integration of the Cityworks PLL and AMS software platforms; and

WHEREAS, the proposed implementation and integration scope of work includes business process workflow creation, system configuration, data migration, third-party application integration, web portal configuration, training, rollout and Ad-Hoc support; and

WHEREAS, the implementation proposal as presented is competitive and cost effective; and

WHEREAS, City staff recommends executing an eighteen month Agreement with Centricity GIS for the total not-to-exceed amount of \$134,500.00 to implement Cityworks Permitting, Licensing and Land (“PLL”) and Asset Management System (“AMS”) software platform as it is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City does find that based on City staff recommendation that it is in the best interest of the City to waive the bid process pursuant to section 2.60.220(d) of the National City Municipal Code and hereby authorizes the Mayor to execute an eighteen month Agreement with Centricity GIS for the total not-to-exceed amount of \$134,500.00 to implement Cityworks Permitting, Licensing and Land (“PLL”) and Asset Management System (“AMS”) software platform.

PASSED and ADOPTED this 6th day of October, 2020.

Alejandra Sotelo Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the Community Development Commission-Housing Authority of the City of National City \(“CDC-HA”\) authorizing the Executive Director to execute an Assignment and Assumption Agreement between South Bay Community Services, Community CAPS, LLC and the CDC-HA. \(Housing Authority\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: | October 6, 2020 |

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City ("CDC-HA") authorizing the Executive Director to execute an Assignment and Assumption Agreement between South Bay Community Services, Community CAPS, LLC and the CDC-HA.

PREPARED BY:

Greg Rose, Property Agent

PHONE: | 619-336-4266 |

DEPARTMENT: Housing Authority

APPROVED BY: _____



EXPLANATION:

Please see attached explanation.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

APPROVED: _____ MIS

ACCOUNT NO.

There is no fiscal impact to the CDC-HA or the City.

ENVIRONMENTAL REVIEW:

The adoption of this resolution is not subject to the provisions of the California Environmental Quality Act (CEQA) because the action will not have the potential for causing a significant effect on the environment.

ORDINANCE: | **INTRODUCTION:** | **FINAL ADOPTION:** |

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Assignment and Assumption Agreement
3. Resolution

This Assignment and Assumption Agreement is entered into by South Bay Community Services and Community CAPS, LLC, and agreed and consented to by the Community Development Commission of the City of National City acting in its capacity as the Housing Authority of the City of National City.

South Bay Community Services is the owner of property located in, National City, California. The Community Development Commission of the City of National City provided assistance in the form of a grant to South Bay Community Services to finance the acquisition and rehabilitation of the Property pursuant to a Housing Cooperation Agreement recorded on April 19, 2000.

The Community Development Commission/Housing Authority elected to retain the housing assets and functions previously performed by the Community Development Commission pursuant to California Health and Safety Code Section 34176, and thereby, by operation of law, the Commission assumed the rights and obligations of the Community Development Commission of the City of National City with respect to the Housing Cooperation Agreement.

South Bay Community Services wants to transfer fee title to the Property to Community CAPS, LLC and assign to Community CAPS, LLC all of South Bay Community Services' terms, obligations and responsibilities under the Housing Cooperation Agreement to Community CAPS, LLC. Community CAPS, LLC will accept fee title to the Property and assume all of the terms, obligations, and responsibilities of South Bay Community Services under the Housing Cooperation Agreement from and after the Effective Date of this Agreement. Community CAPS, LLC operates under the umbrella of South Bay Community Services and is fully capable to perform all the terms, obligations, and responsibilities of the Housing Cooperation Agreement.

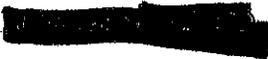
Community CAPS, LLC and South Bay Community Services has requested that the Community Development Commission/Housing Authority consent to the assignment of South Bay Community Services' interests and obligations in the Housing Cooperation Agreement to Community CAPS, LLC. The Community Development Commission/Housing Authority wishes to provide its consent for the assignment of South Bay Community Services' interests in the Housing Cooperation Agreement from South Bay Community Services to Community CAPS, LLC.

RECORDING REQUESTED BY and:
WHEN RECORDED RETURN TO:

Community CAPS, LLC
c/o South Bay Community Services
430 F Street
Chula Vista, CA 91910
Attention: Kathryn Lembo

SPACE ABOVE LINE FOR
RECORDER'S USE

**ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN
SOUTH BAY COMMUNITY SERVICES AND COMMUNITY CAPS, LLC**



THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement"), dated as of September ___, 2020, for reference purposes only, and which shall take effect upon the date of recordation of this Agreement with the San Diego County Recorder's Office (the "Effective Date"), is entered into by South Bay Community Services, a California non-profit public benefit corporation and also referred to herein as "Assignor" or "SBCS") and Community CAPS, LLC, a California limited liability company ("Assignee"), and agreed and consented to by the Community Development Commission of the City of National City acting in its capacity as the Housing Authority of the City of National City (the "CDC-HA") (collectively the "Parties").

WHEREAS, Assignor is the owner of  located  National City, California,  as more particularly described in the attached Exhibit A (the "Property");

WHEREAS, the Community Development Commission of the City of National City provided assistance in the form of grant to Assignor to finance the acquisition and rehabilitation of the Property pursuant to that certain Housing Cooperation Agreement (recorded in the San Diego County Recorder's Office on April 19, 2000, as Document No. 2000-0202122) which is hereby fully incorporated by reference into this Agreement (the "Housing Cooperation Agreement");

WHEREAS, the CDC-HA elected to retain the housing assets of and functions previously performed by the Community Development Commission of the City of National City pursuant to California Health and Safety Code Section 34176, and thereby, by operation of law, the Commission assumed the rights and obligations of the Community Development Commission of the City of National City with respect to the Housing Cooperation Agreement;

WHEREAS, Assignor desires to transfer fee title to the Property to Assignee and assign to Assignee all of Assignor's terms, obligations and responsibilities under the Housing Cooperation Agreement to Assignee and Assignee desires to accept fee title to the Property and assume all of

the terms, obligations, and responsibilities of Assignor under the Housing Cooperation Agreement from and after the Effective Date of this Agreement;

WHEREAS, Assignee and Assignor have requested that the CDC-HA consent to the assignment of Assignor's interests and obligations in the Housing Cooperation Agreement to Assignee;

WHEREAS, Assignee warrants and represents that it is fully capable and will perform all the terms, obligations, and responsibilities of the Assignor under the Housing Cooperation Agreement; and

WHEREAS, the CDC-HA wishes to provide its consent to the assignment of Assignor's interests in the Housing Cooperation Agreement from Assignor to Assignee under the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, CDC-HA, Assignor, and Assignee agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. Assignor and Assignee each represent and warrant to the CDC-HA that it has not failed to disclose to the CDC-HA any information which, if known by the CDC-HA, might provide grounds for the CDC-HA to withhold its consent to the assignment of Assignor's rights and obligations under the Housing Cooperation Agreement.
3. Assignor represents and warrants that it is in full compliance with all the terms and conditions of the Housing Cooperation Agreement; and no acts, omissions, or circumstances exist now or in the future that would constitute a default by Assignor thereunder.
4. This Agreement shall not operate as a waiver of any prohibition against further assignments without the CDC-HA's written consent.
5. By entering into this Agreement, the CDC-HA does not in any manner adopt, accept, approve, or become subject to any of the terms or conditions of any of any agreement between Assignor and Assignee pertaining to the acquisition of Assignor's interests in the Housing Cooperation Agreement.
6. This Agreement shall not operate or be construed as any waiver of any term, condition, right or remedy of the CDC-HA under the Housing Cooperation Agreement.
7. Nothing in this Agreement shall be construed as revising or amending any non-recourse provisions of the Housing Cooperation Agreement.

8. Assignor hereby assigns to Assignee, effective as of the Effective Date, all of the Assignor's rights, interests, benefits and privileges and all of its obligations in and under the Housing Cooperation Agreement. Assignee hereby accepts the assignment of Assignor's rights and obligations under the Housing Cooperation Agreement from Assignor and acknowledges and represents to the CDC-HA that it will abide by, perform, and assume each and every term, obligation, condition, and restriction including, but not limited to, each and every responsibility, duty, restriction, and obligation of Assignor set forth in the Housing Cooperation Agreement, whether arising prior to, on, or subsequent to the Effective Date. Assignee further understands that this Agreement includes and hereby agrees to abide by any and all local, state, and federal laws and requirements applicable to the Housing Cooperation Agreement.
9. Subject to and upon the terms and conditions herein the CDC-HA hereby consents to the assignment of Assignor's rights and obligations under the Housing Cooperation Agreement from Assignor to Assignee, provided that this Agreement shall not impose any additional obligations and/or liabilities on the CDC-HA or otherwise affect any of the rights of CDC-HA under the Housing Cooperation Agreement.
10. Any notices required by the terms of the Housing Cooperation Agreement shall be sent to Assignee at:

Community CAPS, LLC
c/o South Bay Community Services
430 F Street, Chula Vista, CA 91910
Attn: President & CEO
Facsimile: (619) 420-8722
E-mail: klembo@csbcs.org

11. Except as otherwise set forth herein, the terms and conditions of the Housing Cooperation Agreement shall remain in full force and effect between the parties. In case of an actual or perceived conflict between the terms of the Housing Cooperation Agreement and this Agreement, the terms of this Agreement shall govern.
12. The individuals executing this Agreement on behalf of Assignor and Assignee represent that they have full authority to execute this document on behalf of the entity for which they are acting herein.
13. This Agreement may be executed in any number of counterparts that, collectively, shall constitute one and the same instrument. Facsimile signatures shall be effective as original signatures with regard to this Agreement. Each party represents to the other that the execution and delivery of this Agreement by such party have been properly authorized and that all signatures are genuine.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of

California, or as close thereto as possible. Venue for this Agreement, and performance under it, shall be the County of San Diego.

(Signature page to follow.)

SIGNATURE PAGE TO
ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN
SOUTH BAY COMMUNITY SERVICES AND COMMUNITY CAPS, LLC



For CDC-HA:

Dated: _____

The Community Development
Commission of the City of National City,
acting in its capacity as the Housing
Authority of the City of National City

By: _____
Brad Raulston, Executive Director

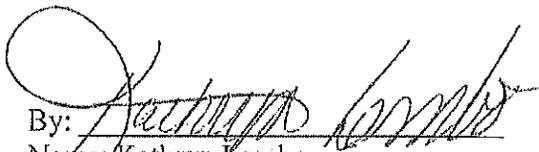
Approved as to form:

Jennifer K. Gilman
CDC-HA Deputy General Counsel

For Assignor:

Dated: 9.14.20

SOUTH BAY COMMUNITY SERVICES,
a California nonprofit public benefit corporation

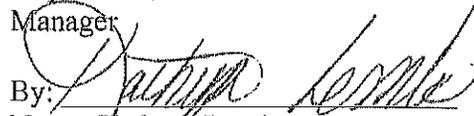
By: 
Name: Kathryn Lembo
Title: President and CEO

For Assignee:

Dated: 9.14.20

COMMUNITY CAPS, LLC,
a California limited liability company

By: South Bay Community Services,
a California nonprofit public benefit corporation, its Sole Member and Manager

By: 
Name: Kathryn Lembo
Title: President and CEO

ACKNOWLEDGEMENT

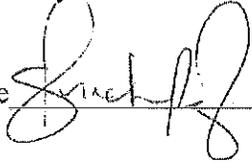
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On September 14, 2020, before me, GLORIA L. RAMIREZ, Notary, [insert name and title of officer] personally appeared KATHRYN LEMBO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



[NOTARY SEAL]

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On September 14, 2020, before me, GLORIA L. RAMIREZ, NOTARY, [insert name and title of officer] personally appeared KATHERIN LEMZO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

[NOTARY SEAL]

RESOLUTION NO. 2020 -

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY (“CDC-HA”) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN SOUTH BAY COMMUNITY SERVICES, COMMUNITY CAPS, LLC AND THE CDC-HA

WHEREAS, Assignor is the owner of that certain supportive housing project located in National City, California; and

WHEREAS, the Community Development Commission of the City of National City provided assistance in the form of grant to Assignor to finance the acquisition and rehabilitation of the Property pursuant to that certain Housing Cooperation Agreement (recorded in the San Diego County Recorder’s Office on April 19, 2000, as Document No. 2000-0202122) which is hereby fully incorporated by reference into this Agreement (the “Housing Cooperation Agreement”); and

WHEREAS, the CDC-HA elected to retain the housing assets of and functions previously performed by the Community Development Commission of the City of National City pursuant to California Health and Safety Code Section 34176, and thereby, by operation of law, the Commission assumed the rights and obligations of the Community Development Commission of the City of National City with respect to the Housing Cooperation Agreement; and

WHEREAS, Assignor desires to transfer fee title to the Property to Assignee and assign to Assignee all of Assignor’s terms, obligations and responsibilities under the Housing Cooperation Agreement to Assignee and Assignee desires to accept fee title to the Property and assume all of the terms, obligations, and responsibilities of Assignor under the Housing Cooperation Agreement from and after the Effective Date of this Agreement; and

WHEREAS, Assignee and Assignor have requested that the CDC-HA consent to the assignment of Assignor’s interests and obligations in the Housing Cooperation Agreement to Assignee; and

WHEREAS, Assignee warrants and represents that it is fully capable and will perform all the terms, obligations, and responsibilities of the Assignor under the Housing Cooperation Agreement; and

WHEREAS, the CDC-HA wishes to provide its consent to the assignment of Assignor’s interests in the Housing Cooperation Agreement from Assignor to Assignee under the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, CDC-HA, Assignor, and Assignee agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. Assignor and Assignee each represent and warrant to the CDC-HA that it has not failed to disclose to the CDC-HA any information which, if known by the CDC-HA, might provide grounds for the CDC-HA to withhold its consent to the assignment of Assignor’s rights and obligations under the Housing Cooperation Agreement.
3. Assignor represents and warrants that it is in full compliance with all the terms and conditions of the Housing Cooperation Agreement; and no acts, omissions, or circumstances exist now or in the future that would constitute a default by Assignor thereunder.

**Resolution No. 2020 –
Page Two**

4. This Agreement shall not operate as a waiver of any prohibition against further assignments without the CDC-HA's written consent.
5. By entering into this Agreement, the CDC-HA does not in any manner adopt, accept, approve, or become subject to any of the terms or conditions of any of any agreement between Assignor and Assignee pertaining to the acquisition of Assignor's interests in the Housing Cooperation Agreement.
6. This Agreement shall not operate or be construed as any waiver of any term, condition, right or remedy of the CDC-HA under the Housing Cooperation Agreement.
7. Nothing in this Agreement shall be construed as revising or amending any non-recourse provisions of the Housing Cooperation Agreement.
8. Assignor hereby assigns to Assignee, effective as of the Effective Date, all of the Assignor's rights, interests, benefits and privileges and all of its obligations in and under the Housing Cooperation Agreement. Assignee hereby accepts the assignment of Assignor's rights and obligations under the Housing Cooperation Agreement from Assignor and acknowledges and represents to the CDC-HA that it will abide by, perform, and assume each and every term, obligation, condition, and restriction including, but not limited to, each and every responsibility, duty, restriction, and obligation of Assignor set forth in the Housing Cooperation Agreement, whether arising prior to, on, or subsequent to the Effective Date. Assignee further understands that this Agreement includes and hereby agrees to abide by any and all local, state, and federal laws and requirements applicable to the Housing Cooperation Agreement.
9. Subject to and upon the terms and conditions herein the CDC-HA hereby consents to the assignment of Assignor's rights and obligations under the Housing Cooperation Agreement from Assignor to Assignee, provided that this Agreement shall not impose any additional obligations and/or liabilities on the CDC-HA or otherwise affect any of the rights of CDC-HA under the Housing Cooperation Agreement.
10. Any notices required by the terms of the Housing Cooperation Agreement shall be sent to Assignee at:

Community CAPS, LLC
C/o South Bay Community Services
430 F Street, Chula Vista, CA 91910
Attn: President & CEO
Facsimile: (619) 420-8722
E-mail: klembo@csbcs.org
11. Except as otherwise set forth herein, the terms and conditions of the Housing Cooperation Agreement shall remain in full force and effect between the parties. In case of an actual or perceived conflict between the terms of the Housing Cooperation Agreement and this Agreement, the terms of this Agreement shall govern.
12. The individuals executing this Agreement on behalf of Assignor and Assignee represent that they have full authority to execute this document on behalf of the entity for which they are acting herein.

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**Resolution No. 2020 –
Page Three**

- 13. This Agreement may be executed in any number of counterparts that, collectively, shall constitute one and the same instrument. Facsimile signatures shall be effective as original signatures with regard to this Agreement. Each party represents to the other that the execution and delivery of this Agreement by such party have been properly authorized and that all signatures are genuine.

- 14. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, or as close thereto as possible. Venue for this Agreement, and performance under it, shall be the County of San Diego.

PASSED and ADOPTED this 6th day of October, 2020.

Alejandra Sotelo Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Community Services Report. \(Audrey Denham\)](#)

Please scroll down to view the backup material.

Item # ____
10/06/20

Community Services Report

(Audrey Denham)

The following page(s) contain the backup material for Agenda Item: [Public Safety Report](#).
[\(Chief Jose Tellez\)](#)

Please scroll down to view the backup material.

Item # ____
10/06/20

Public Safety Report

(Chief Jose Tellez)

The following page(s) contain the backup material for Agenda Item: [City Manager Report.](#)
[\(City Manager\)](#)

Please scroll down to view the backup material.

Item # ____
10/06/20

City Manager Report

(City Manager)